
**MATERIAL TRANSFER AGREEMENT
FOR NON-PROFIT ENTITY**

between

**Ecole Polytechnique Fédérale de Lausanne (EPFL)
CH - 1015 Lausanne, Switzerland**

represented by Prof. Johan AUWERX, Head of Laboratory of Integrative Systems and Physiology
(LISP/NCEM)

(hereinafter referred to as "Provider")

and

(name of Organisation)

(address of Organisation)

(hereinafter referred to as "Recipient")

(hereinafter individually referred to as "Party" or collectively as "Parties")

Please fill in all the fields below.

Effective date:

Provider has developed the following material:

(hereafter "**Material**")

The Material is described in the following publication (if any) *(reference to the publication)*:

Recipient is interested to evaluate and use such Material for the following non-commercial purpose:

(hereafter "**Purpose**")

Material transfer with Co-Authorship: YES NO
(mark what applies)

Provider agrees to provide Recipient with the Material for the Purpose, subject to the terms and conditions set forth in this Agreement.

1. This Agreement applies to the Material.
2. The Material has been developed by the Provider. If, in the performance of the activities related to this Agreement, a Party is given access to information that the disclosing Party considers confidential, the rights and obligations of the Parties with respects to such confidential information shall be governed by the terms and conditions set forth in Attachment A, which is an integral part of this Agreement.
3. Provider grants Recipient a nonexclusive, non-transferable license to use the Material solely for the Purpose. The Material is provided to Recipient for use only in the laboratories of Recipient. In case of any modification to the Material i.e. any substance created by the Recipient which contain/incorporate the Material (hereafter "Modification"), Recipient agrees that for any envisioned commercial use of the Material or of any Modification, Recipient shall in advance of such use negotiate in good faith with Provider to establish the terms of a commercial license. It is understood by Recipient that Provider shall have no obligation to grant such a license. Recipient shall not transfer the Material or any Modification to third parties without the written formal approval of Provider.
4. The Material is experimental and will be used by Recipient with prudence and appropriate caution, as not all of its characteristics are known. The Material is provided without warranty of merchantability or fitness for a particular purpose, non-infringement or any other warranty, express or implied. The Material will not be used in/for humans.
5. In the event Recipient wishes to publish results arising out of the use of Material, it shall: (i) appropriately acknowledge the source of the Material in all publications; (ii) inform Provider of such publication; (iii) name, if applicable, collaborator(s) of Provider as co-author(s) according to usual practices for scientific publications.
6. By transfer of the Material, Provider grants to Recipient no rights in the Material other than those specifically set forth in this Agreement. Recipient will, at the end of this Agreement, return or destroy all Material in its possession.
7. Recipient will use the Material in compliance with all applicable laws, regulations and guidelines. Recipient shall assume all liabilities for any damages arising from its use, storage or disposal of the Material. Provider shall not be liable for any damages suffered by Recipient, its employees or others in relation with the use of the Material and/or Confidential Information.
8. This Agreement may not be assigned without the written consent of Provider.
9. This Agreement shall be effective on the Effective Date. Evaluation and use of the Material by Recipient shall not last longer than 24 (twenty-four) months from the Effective Date. Any extension of such period shall be agreed in writing with Provider. The terms and conditions of this Agreement shall remain valid as long as they are pertinent in relation with the subject matter.
10. This Agreement shall be governed by the laws of Switzerland. The place of jurisdiction shall be Lausanne, Switzerland.

**Ecole Polytechnique Fédérale de Lausanne
(EPFL)**

(Recipient Organisation name)

(Place and date)

(Place and date)

(Signature by authorized representative)

(Signature by authorized representative)

Professor Johan AUWERX

(name and title)

(name and title)

Principal Investigator

(Place and date)

(Signature)

(name and title)

Attachment A: Exchange of Confidential Information

In furtherance of the transfer of Material by Provider, the Parties may exchange information that the Disclosing Party considers confidential. The rights and obligations of the Parties with respects to such information are as follows:

1. **"Confidential Information"** shall mean information regarding or related to Provider's or Recipient's technologies, scientific and technical results, know how, businesses or products considered by their respective owner as being confidential, and clearly labelled as confidential by the Disclosing Party at the time of disclosure or confirmed by the Disclosing Party in writing as being confidential within ten (10) working days after oral and/or visual disclosure.

"Disclosing Party" shall mean the Party that discloses Confidential Information to the other Party to this Agreement.

"Receiving Party" shall mean the party that receives Confidential Information from the other party to this Agreement.

2. The Receiving Party agrees:
 - to receive, treat and keep Confidential Information in confidence;
 - to refrain from using it directly or indirectly otherwise than for the purpose of this Agreement;
 - to limit the disclosure of Confidential Information to trusted personnel in its organization who, having a need to know said Confidential Information, will be obligated to maintain such Information confidential;
 - not to disclose such Confidential Information to any other person, organization or entity without the prior written consent of the Disclosing Party;
3. The obligations imposed upon the Receiving Party by this Agreement shall not apply to any portion of Confidential Information for which the Receiving Party is able to prove that:
 - it was in the public domain or public knowledge at the time it was transmitted to the Receiving Party, or
 - it later fell into the public domain or public knowledge for reasons other than an action or omission attributable to the Receiving Party, or
 - it already was in the Receiving Party's possession, without any limitation regarding its disclosure at the time it was transmitted to the Receiving Party by the Disclosing Party, provided that such prior possession is supported by written evidence, or
 - it was obtained in good faith and without any commitment relating to confidentiality from a third party entitled to disclose it.
 - it is or was independently developed by the Receiving Party without violating any of its obligation under this Agreement.
4. It is hereby understood that the transfer of Confidential Information shall not be construed as a grant of any right or license with respect to the information delivered except as set forth herein or in a duly executed license agreement.
5. The obligations of confidentiality with respect to any particular Confidential Information provided under this Agreement shall remain in effect five (5) years after the disclosure of such information by the Disclosing Party.