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| **Material Transfer Agreement** |
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| This Material Transfer Agreement (hereinafter ”Agreement“) is by and between: |
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| Technical University Dresden  represented by the chancellor  01062 Dresden, Germany  Medical Faculty Carl Gustav Carus  Klinik für Viszeral-, Thorax- und Gefäßchirurgie  Clinical Head: Prof. Dr. med. Jürgen Weitz  Scientist: Dr. med. Daniel Stange  Fetscherstraße 74  01037 Dresden  Hereinafter “PROVIDER“ |
| **and** |
| XXX  Hereinafter “RECIPIENT“ |
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| **Recitals** |
| Whereas, the RECIPIENT possesses knowledge in the field of XXX.  The PROVIDER agrees to transfer materials to the RECIPIENT for the PURPOSE of XXX(“PURPOSE”). |
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| **Definitions** |
| MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include a) MODIFICATIONS, or b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.  PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.  UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT, which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL.  MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.  The ORIGINAL MATERIAL covered by this agreement includes:  Mouse strain Anxa10-CreERT2  The MATERIAL listed above is considered proprietary to the PROVIDER. |
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| **Therefore the parties conclude the following agreement:** |
| The PROVIDER agrees to transfer to RECIPIENT the MATERIAL listed above.  The MATERIAL listed above is considered proprietary to the PROVIDER, as well after transfer of possession. |
| The transfer of the MATERIALS occurs free of charge. |
| The RECIPIENT agrees that the MATERIAL is to be used solely for the PURPOSE of the transfer. During this time the RECIPIENT shall not distribute or release the MATERIAL to any other person and shall use reasonable efforts to ensure that no one will be allowed to take or send the MATERIAL to any other location unless written consent is obtained from the PROVIDER. |
| The RECIPIENT agrees that the MATERIAL is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST’s laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision. |
| At the written request of the PROVIDER, RECIPIENT will cease to use MATERIAL and will return all unused MATERIAL. |
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| **Publications** |
| This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publication. RECIPIENT will provide the PROVIDER a copy of all the data and results generated using the MATERIAL in confidence, and PROVIDER should keep results and data of the PURPOSE confidential until the earlier of (i) publication or other public presentation of such results and data by RECIPIENT, or (ii) twelve (12) months after the conclusion of the PURPOSE. PROVIDER shall be free to use such data and results for the purposes of research, teaching and health care. |
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| **Intellectual Property** |
| The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.  RECIPIENT retains ownership of: (a) MODIFICATIONS (except that the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either (a) or (b) results from the collaborative efforts of PROVIDER and RECIPIENT, joint ownership may be negotiated. |
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| **Warranty Disclaimer** |
| The MATERIAL is provided without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The PROVIDER makes no representation of warranty that the manufacture, sale, transfer or use of the material will not infringe any patent or proprietary right of others.Notwithstanding the foregoing, Provider represents that to the best of its knowledge, Provider has not received any claims that the use of the Material infringes any patent, patent application, trade secret, or other property or proprietary rights. |
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| **Limitation of Liability** |
| In no event shall the PROVIDER be liable for any use by RECIPIENT of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL by RECIPIENT.RECIPIENT agrees to indemnify, defend and hold harmless the PROVIDER, its employees and agents from and against all claims, damages, and liability that may be asserted by third parties arising out of the use, care, handling, disposal, transfer, breeding, and shipment of the MATERIAL . |
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| **Severability Clause** |
| Should any provision of this Agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically closest to the invalid provision. The same shall apply in the case of an omission. This wording contains the entire Agreement between the parties; any changes of the Agreement have to be made in writing. The same applies to any change in the requirement for the written form. |
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| **Applicable Law and Jurisdiction** |
| The parties agree to remain silent on governing law.  . |
| Accepted and Agreed: |
| **FOR PROVIDER** |
| Dresden,  …………………………………………….….  Prof. Dr. med. Jürgen Weitz  (Head of the Klinik für Viszeral-, Thorax- und Gefäßchirurgie)  Read and Understood:  Dresden,  …………………………………………….….  PD Dr. med. Daniel Stange  Provider Scientist |
| Accepted and Agreed: |
| **FOR RECIPIENT** |
| …………………………………………….….  Name Authorized Representative for Recipient  Read and Understood:  …………………………………………………………………….  Name  Recipient Scientist |