**MATERIAL TRANSFER AGREEMENT**

This agreement is made by and between

**Universität Wien (University of Vienna)**

Universitätsring 1, 1010 Vienna, Austria

Centre for Molecular Biology

Principal Investigator: Prof. Manuela Baccarini

* hereinafter referred to as "PROVIDER" -

and

**Name**

Address

* hereinafter referred to as "RECIPIENT" -

**1. Definitions**

1.1 Upon request the PROVIDER shall provide to the RECIPIENT "ORIGINAL MATERIAL" described and quantified in Annex 1, which constitutes an integral part of this Agreement for use in the laboratory of xx

- hereinafter named "RECIPIENT’s RESEARCHER"

1.2 "PROGENY" is defined as unmodified descendant from the ORIGINAL MATERIAL including, but not limited to, virus from virus, Bacterium from Bacterium, Cell from Cell, or organism from organism.

1.3 "UNMODIFIED DERIVATIVES" are substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL, e.g. sub-clones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins, expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

1.4 "MODIFICATIONS" are substances created by the RECIPIENT which contain/incorporate the MATERIAL, e.g. crosses, breeding varieties, cell fusions, subcloning etc.

1.5 The "MATERIAL” which, regarding the inherent intellectual property rights, is and remains the exclusive property of PROVIDER, comprises the ORIGINAL MATERIAL, any PROGENY, UNMODIFIED DERIVATIVES, the ORIGINAL MATERIAL contained in MODIFICATIONS and proprietary information concerning the ORIGINAL MATERIAL.

RECIPIENT retains ownership of: (a) MODIFICATIONS (except that 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); (a) and (b) are together referred to as “RECIPIENT MATERIAL”.

If RECIPIENT MATERIAL results from the collaborative efforts of PROVIDER and RECIPIENT, joint ownership shall be negotiated.

**2. Use of the MATERIAL**

2.1 The RECIPIENT shall use the MATERIAL in compliance with all laws and regulations applicable to such MATERIAL in the RECIPIENT's place and country, including guidelines for work with recombinant DNA. The MATERIAL being experimental in nature must not be used in humans, in clinical trials, or for diagnostic purposes involving human subjects, or animals unless -where applicable -explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 The MATERIAL shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the RECIPIENT's RESEARCHER/s named above and staff under their direct supervision who are bound by obligations not less strict than those set out herein. It shall be handled confidentially and forwarded to third parties only to the extent of PROVIDER’s prior written approval.

2.3 After conclusion of the studies according Annex 1 on the MATERIAL or at the expiry of this MTA, whichever occurs first, the RECIPIENT shall, at the discretion of the PROVIDER, either destroy or return to the PROVIDER the remaining MATERIAL and MODIFICATIONS incorporating the MATERIAL. Upon request, the RECIPIENT shall inform PROVIDER on the status of its research.

2.4 Under a separate agreement at least as protective of PROVIDER’s rights as this Agreement, RECIPIENT may distribute MODIFICATIONS to non-profit organizations for research and teaching purposes only.

2.5 Without written consent of PROVIDER, RECIPIENT may not provide MODIFICATIONS for commercial purposes. It is recognized by RECIPIENT that such commercial purposes may require a commercial license from PROVIDER and that PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS.

2.6 The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of PROVIDER, including any altered forms of the MATERIAL made by PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for profit-making or commercial purposes. The MATERIAL will not be used in research that is subject to consulting or licensing obligations to another corporation, company, or business entity unless written permission is obtained from PROVIDER.

**3. Publications**

The RECIPIENT shall have the right to publish its findings and results related to the MATERIAL, provided that the PROVIDER researcher/s are either named as co-authors of the publication or cited as the source of the MATERIAL, according the respective contribution of the MATERIAL to the publication. The RECIPIENT shall submit all publications four weeks prior to their public disclosure to PROVIDER.

**4. Intellectual Property**

4.1 Where the research involving the MATERIAL or the RECIPIENT MATERIAL results in an invention or patentable MODIFICATION of the MATERIAL, the RECIPIENT and its researcher/s shall promptly disclose this development to the PROVIDER. RECIPIENT and PROVIDER shall decide in common about the inventorship, taking in due consideration the PROVIDER’s contribution to the invention through its MATERIAL. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 At PROVIDER’s request RECIPIENT agrees to provide PROVIDER for its internal research use with reasonable quantities of RECIPIENT MATERIALs developed, made or discovered in the course of RECIPIENT's research studies using the MATERIAL, always provided that RECIPIENT may fulfil this obligation with reasonable effort. Such transfer shall be free of charge, but RECIPIENT may charge an appropriate handling/shipping fee.

4.3 RECIPIENT hereby grants PROVIDER a royalty-free, world-wide, non-exclusive license for its internal research purposes under any technology, any patent thereon and any RECIPIENT MATERIAL resulting from the use of the MATERIAL by RECIPIENT. If RECIPIENT commercially evaluates the research results, the parties shall start good faith negotiations taking into consideration each party’s intellectual contribution and the provision of the MATERIAL in creating the research results.

**5. Warranties and Liability**

5.1 Any MATERIAL provided to this MTA is understood to be experimental in nature. It may have hazardous properties. The PROVIDER makes no representations and extends no warranties of, any kind, express or implied, as to the fitness of the MATERIAL for a particular purpose, or that the use of the MATERIAL will not infringe any patent, copyright, trademark, or other proprietary rights of a third party.

5.2 In no event shall 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.

5.3 Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

**6. Miscellaneous**

6.1 The ORIGINAL MATERIAL is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the RECIPIENT. As applicable, both items are specified in an accompanying letter to this MTA.

6.2 This MTA shall be construed according to the laws of Austria, except its provision on conflicts of law. If and to the extent that any dispute arising from the interpretation and/or implementation of this MTA cannot be settled amicably, the courts of Vienna, Austria shall have exclusive jurisdiction.

6.3 This MTA shall enter into force on the date of the last signature to it. It expires after five years or after conclusion of the experiments according to Annex 1, without prior notice by any of the parties. The provisions concerning Publications, Intellectual Property and Liability shall survive this expiration.

6.4 In the event the MATERIAL or part of it should be under physical control of the RECIPIENT before this MTA is signed, the terms and provisions shall apply for this MATERIAL retroactively.

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.

**For the PROVIDER:**

**Universität Wien**

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i.V. Mag. Dr. Lucas Zinner

Head of Research Services and Career Development

Acknowledged and accepted by

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Principal Investigator at University of Vienna

**To be stamped and signed by authorized signatory of RECIPIENT:**

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Name and title

Date:\_\_\_\_\_\_\_\_

To be signed by RECIPIENT’s RESEARCHER

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Name and title

Date:\_\_\_\_\_\_\_\_

**Annex 1**

**The MATERIAL:**

EM:15081            C57BL/6 cRaf F/F

**The RESEARCH:**

xx