

Material Transfer Agreement (“MTA”)

for academic institutions (non-profit)

By and between

Stichting Het Nederlands Kanker Instituut - Antoni van Leeuwenhoek Ziekenhuis whose registered office

is at Plesmanlaan 121, 1066 CX Amsterdam, legally represented by Koen Verhoef (“NKI-AVL”); and

……………………………………………………………. whose registered office is at…………….., legally represented by………… (“Recipient”);

Hereinafter collectively ‘Parties’.

1. NKI-AVL, a not–for-profit research institute, has certain rights to the material described in Schedule 1 (“Material”). The Material will be made available as a service to the academic research community. Recipient wishes to obtain the Material from NKI-AVL for non-commercial, internal research purposes (the “Research”). Recipient will pay the shipping costs of the Material.
2. Recipient shall use the Material, substances which constitute an unmodified functional subunit or product expressed by the Material (“Unmodified Derivatives”), and/or progeny of either (the “Progeny”) solely and exclusively for the Research. If Recipient desires to use or license substances created by Recipient that contain or incorporate the Materials (“Modified Derivatives”) for commercial purposes (including without limitation the performance of services on behalf of third parties or the use of the Materials in industry sponsored research projects), Recipient agrees to negotiate in good faith with NKI-AVL the terms of a commercial license. NKI-AVL shall have no obligation to grant such a license to Recipient.
3. Neither the Material nor Derivatives nor Progeny shall be used in human subjects. Research using the Materials, Derivatives or Progeny shall be carried out under appropriate containment conditions and in accordance with all applicable laws and regulations.
4. NKI-AVL retains all rights, title and interest in the Material, Unmodified Derivatives and Progeny. Any right, title and interest in Modified Derivatives shall vest in the Recipient except that NKI-AVL shall retain ownership rights to the Materials included therein. Recipient grants NKI-AVL a worldwide, irrevocable, non-exclusive, paid-up research license with respect to the Modified Derivatives and will deliver Modified Derivatives if requested by NKI-AVL.
5. Except as provided in this MTA, no express or implied licenses or other rights are granted to the Recipient. Recipient acknowledges and agrees to secure and maintain a license in place for as long as the Materials are being used or practiced for any application for which a license from NKI-AVL or any third party is required.
6. Recipient agrees not to transfer the Material, Derivatives and/or Progeny to any third party without the prior written permission of NKI-AVL. Recipient shall have the right to transfer Modified Derivatives to academic third parties but not to for-profit entities without the prior written consent of NKI-AVL. Recipient shall obtain acceptance of the terms of this MTA of all persons under its control and supervision who have access to the Material, Derivatives and/or Progeny. Should Recipient become aware that the Material, Derivatives and/or Progeny have fallen into the possession of a third party, or that they are being used for any purpose other than the Research, Recipient will promptly notify NKI-AVL and provide NKI-AVL with full particulars thereof.
7. The Material is experimental in nature and accordingly NKI-AVL makes no representation, warranty or other term, express or implied, with regard to the Material as to the quality, condition, correspondence with description, fitness for any purpose, or as to non-infringement of third party rights.
8. Unless prohibited by law, Recipient accepts liability for any loss, claims and damages which may arise from the use, storage or disposal of the Material by the Recipient. Recipient shall hold harmless, defend and indemnify NKI-AVL and its employees, directors, agents and representatives against any loss, damage, liability, costs and expenses arising out of or in connection with third party claims relating to use, handling, storage or disposal of the Material by Recipient, except to the extent that such loss or damage are attributable to gross negligence or willful misconduct on the part of NKI-AVL.
9. Recipient agrees to hold in confidence, for a period of five (5) years after receipt, information received from NKI-AVL under this MTA that is identified as confidential or that is clearly recognizable as confidential to a reasonable person with no special knowledge of NKI-AVL’s activities (“Confidential Information”), except for Confidential Information which:
   1. was known by the Recipient prior to disclosure by the NKI-AVL;
   2. is developed independently by Recipient;
   3. is obtained from a third party who is not under a confidentiality obligation to NKI-AVL;
   4. is required by law to be disclosed to a competent judicial or administrative body; or
   5. is or becomes generally known or was in the public domain at the time of receipt from NKI-AVL other than by unauthorized disclosure.
10. Recipient will keep NKI-AVL fully informed of the results arising from the Research. Recipient shall be entitled to any results to the extent that these result from Recipient’s own independent use of the Material. Recipient shall grant NKI-AVL a worldwide, non exclusive, paid up, irrevocable research license with respect to such results. To the extent that Recipient and NKI-AVL have each intellectually contributed to an invention with respect to the use Materials and/or Confidential Information, Recipient and NKI-AVL shall jointly own any rights to such results.
11. Recipient shall acknowledge NKI-AVL as the source of the Material in any disclosure of the results and shall send NKI-AVL a copy of such disclosure after approval for publication by a publisher prior to the intended date of publication.
12. This Agreement is effective on the date of the last signature of the Parties. If Recipient decides not to continue with the Research, Recipient will destroy the Material, Unmodified Derivatives and/or Progeny and send the NKI-AVL a written certification thereof or at NKI-AVL’s request return them to NKI-AVL. Notwithstanding that the Material, Unmodified Derivatives and/or Progeny are returned or destroyed pursuant to this paragraph, the provisions under Paragraphs 7, 8, 9, 10, 11 and 12 shall continue in full force and effect.
13. The construction, validity and performance of this MTA shall be governed by the laws of The Netherlands and shall be subject to the exclusive jurisdiction of the Dutch Courts.
14. All notices, reports, requests and other communications to NKI-AVL by Recipient will be delivered to the above mentioned address for the attention of the “Technology Transfer Office.

In witness thereof, NKI-AVL and Recipient have caused this MTA to be executed in duplicate by their respective duly authorized officers.

**Recipient Stichting Het Nederlands Kanker Instituut – Antoni van Leeuwenhoek Ziekenhuis**

…………………………… ……………………………

Name: Name: Dr. K. Verhoef

Title: Title: Manager Technology Transfer Office

Date: Date:

**Recipient scientist requesting Material**

……………………….…..

Name:

Date:

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## SCHEDULE 1

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| **Mailing address MTA Recipient: *(if execution by PDF is acceptable, please let us know)*** |
| **E-mail of Recipient Technology Transfer officer:** |
| **Recipient principal scientist name, address and e-mail:** |
| **Description of Material (please provide journal reference if applicable):** |
| **NKI-AVL’s principal scientist providing the Materials:** |
| **Address to send material to:** |
| **Description of intended Research:** |
| **Fedex account number of Recipient:** |