
BIOLOGICAL MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT ("AGREEMENT") is entered into as of the date of last signature of this AGREEMENT (the "EFFECTIVE DATE") between _____ ("**PROVIDER**"), whose address _____; and

_____ ("**RECIPIENT**"), whose address is _____.

PROVIDER SCIENTIST: Name: _____ Address: _____	RECIPIENT SCIENTIST: Name: _____ Address: _____
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MATERIAL [Description of Biological Material to be transferred by PROVIDER to RECIPIENT; pls state in detail]:

The "MATERIAL" includes (a) the original MATERIAL, (b) any MATERIAL contained or incorporated in MODIFICATIONS, (c) PROGENY and (d) UNMODIFIED DERIVATIVES. The MATERIAL shall not include (a) MODIFICATIONS (except MATERIAL included therein), or (b) other substances created by the RECIPIENT through the use of the MATERIAL, which are not MODIFICATIONS, PROGENY or UNMODIFIED DERIVATIVES. As used in this AGREEMENT, "PROGENY" means an unmodified descendant from the MATERIAL, such as virus from virus, cell from cell or organism from organism; "UNMODIFIED DERIVATIVES" means substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the MATERIAL (e.g. subclones of unmodified cell lines, purified or fractionated subsets of the MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line); and "MODIFICATIONS" means substances created by the RECIPIENT which contain/incorporate MATERIAL.

RESEARCH: The research to be conducted by the RECIPIENT SCIENTIST using the MATERIAL is described in Appendix A attached hereto (the "RESEARCH").

TERMS AND CONDITIONS

1. **Ownership/Use.** The MATERIAL is the property of PROVIDER. Nothing contained in this AGREEMENT shall restrict, modify or limit any ownership rights of the PROVIDER. The MATERIAL is to be used by RECIPIENT solely for the RESEARCH to be conducted by the RECIPIENT SCIENTIST. The RECIPIENT agrees that the MATERIAL will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER; is to be used only at the RECIPIENT organisation and only in the RECIPIENT SCIENTIST'S laboratory under the direction of the RECIPIENT SCIENTIST or others working under RECIPIENT SCIENTIST'S direct supervision; will not be used for any commercial purpose or in connection with any commercially-sponsored research and will not be transferred to anyone else (including anyone else within the RECIPIENT'S organisation) without the prior written consent of the PROVIDER; will not be sequenced or otherwise analyzed in order to determine its structure or composition. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

2. **Confidentiality.** The MATERIAL as well as all related information provided to RECIPIENT or RECIPIENT SCIENTIST shall constitute the confidential and/or proprietary information of PROVIDER (the "CONFIDENTIAL INFORMATION"). RECIPIENT and RECIPIENT SCIENTIST agree to maintain the confidentiality of the CONFIDENTIAL INFORMATION and to possess and use the CONFIDENTIAL INFORMATION solely for the purposes set forth in this AGREEMENT. As used in this AGREEMENT, CONFIDENTIAL INFORMATION shall not mean or include any information which (a) was known to RECIPIENT or RECIPIENT SCIENTIST prior to the receipt of the MATERIAL or the information from PROVIDER; (b) becomes known to the public without any breach of this AGREEMENT by RECIPIENT or RECIPIENT SCIENTIST; (c) is acquired from a third party without breach of any obligation of confidentiality; (d) is developed independently by RECIPIENT or RECIPIENT SCIENTIST without reference to or reliance on any CONFIDENTIAL INFORMATION; or (e) is required to be disclosed pursuant to subpoena or other judicial or administrative order, or pursuant to applicable law. The obligations of confidentiality contained in this section shall continue, as to any item of CONFIDENTIAL INFORMATION for a period of five (5) years from the date of receipt of such CONFIDENTIAL INFORMATION and shall survive the termination or expiration of this AGREEMENT for any reason.

3. **Availability.** RECIPIENT agrees to refer to PROVIDER any requests for the MATERIAL from other scientists. At its sole discretion, PROVIDER will make the MATERIAL available under a separate AGREEMENT to other scientists for teaching or not-for-profit research purposes only.

4. **Report.** RECIPIENT and RECIPIENT SCIENTIST agree to submit to PROVIDER a written report describing the data generated in the course of the RESEARCH and setting out the results of the RESEARCH (together with the data, the "RESULTS") within six (6) months after the expiration or the termination of this AGREEMENT, whichever is the first to occur. PROVIDER is hereby granted a non-exclusive, royalty-free, perpetual right and license to use the RESULTS for internal academic and research purposes only.

5. **Publication.** In case of joint research, research results shall be published jointly and in mutual consent. If the RESEARCH conducted solely by the RECIPIENT SCIENTIST results in publication, the RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL and/or to give credit to PROVIDER or PROVIDER SCIENTIST, as scientifically appropriate, for any contribution which PROVIDER or PROVIDER SCIENTIST may make to the subject matter of the publication. The RECIPIENT SCIENTIST shall give due consideration to the concerns of the PROVIDER when making scientific publications that relate to the subject matter of the AGREEMENT and, as such, will send the text of the intended publication to PROVIDER before it is published to give the PROVIDER an opportunity to review and comment on it in order to avoid having any applications for IP rights jeopardised by any prior publications that would compromise the novelty thereof or reveal any trade secrets. No later than four weeks after submitting the intended publication to the PROVIDER, and to the

extent the PROVIDER has not expressed any objection thereto, the RECIPIENT may publish the findings in accordance with sentence 2. Should the PROVIDER raise any objections, the Parties shall endeavour to arrive at an amicable solution to enable publication.

6. **No Warranty.** The MATERIAL is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

7. **Liability.** 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.

8. **Inventions.** Any patentable invention which relates to new uses of the MATERIAL or which could not have been made but for the contribution of the MATERIAL (an "INVENTION"), will be jointly owned by PROVIDER and RECIPIENT. Any revenues arising from any use or implementation of such INVENTION will be shared by the PROVIDER and the RECIPIENT, with their respective shares to be negotiated in good faith and based on the relative contribution made by the MATERIAL to the INVENTION.

9. **Rights and Licenses.** 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 the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL or any related patents of the PROVIDER for sale, lease, license, contract research or any other activities directly or indirectly resulting in commercial exploitation ("COMMERCIAL PURPOSES"). If the RECIPIENT desires to use or license the MATERIAL for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third parties, subject to any pre-existing rights held by others.

10. **Costs.** The MATERIAL is provided at no cost (if no amount is stated below) or for the optional transmittal fee stated below solely to reimburse the PROVIDER for preparation and distribution costs. Costs: _____; Transmittal Fee: _____.

11. **Termination.** Either PROVIDER or RECIPIENT may terminate this AGREEMENT upon the giving of at least thirty (30) days advance written notice. If not sooner terminated, this AGREEMENT shall expire one (1) year after the EFFECTIVE DATE. Upon expiration or termination of this AGREEMENT, RECIPIENT shall, if so directed by PROVIDER, return any unused portions of the MATERIAL or destroy the MATERIAL. Sections 2, 4, 5, 6, 7, 8 and 9 shall survive termination or expiration.

12. **No Assignment.** RECIPIENT shall have no right to assign or otherwise transfer any of its rights in this AGREEMENT or delegate any of its duties under this AGREEMENT without the written consent of PROVIDER.

13. **Governing Law.** General principles of international law shall apply including the UNIDROIT Principles of International Commercial Contracts of 2016. All disputes, controversy or claims arising in

connection with this Agreement or its breach, termination or invalidity shall upon mutual agreement, be finally settled in accordance with the Arbitration Rules of UNCITRAL as at present in force, without recourse to the ordinary courts of law.

14. **Miscellaneous.** Any amendments to this AGREEMENT must be executed in writing. The foregoing shall also apply to any waiver of the writing requirement. Should any provision of this AGREEMENT be or become invalid, this shall not affect the validity of the remaining provisions hereof; instead PROVIDER and RECIPIENT agree to replace the invalid provision with a valid provision that most closely reflects the economic intent of the invalid provision.

IN WITNESS THEREOF, the PROVIDER and RECIPIENT have entered into this AGREEMENT as of the EFFECTIVE DATE.

<p>PROVIDER</p> <p>_____</p> <p>By: _____ [Signature]</p> <p>Name: _____ [Printed name]</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RECIPIENT</p> <p>_____</p> <p>By: _____ [Signature]</p> <p>Name: _____ [Printed name]</p> <p>Title: _____</p> <p>Date: _____</p>
<p>As PROVIDER SCIENTIST, I acknowledge and accept the terms and provisions of this AGREEMENT:</p> <p>_____</p> <p>[Signature]</p>	<p>As RECIPIENT SCIENTIST, I acknowledge and accept the terms and provisions of this AGREEMENT:</p> <p>_____</p> <p>[Signature]</p>

APPENDIX A

The RESEARCH

[Please state in detail]