

**Material Transfer Agreement**

between

***CHARITÉ – Universitätsmedizin Berlin,***

***Charitéplatz 1, D-10117 Berlin***

 *(hereinafter referred to as “SUPPLIER”)*

and

***Company/Institution***

*(hereinafter referred to as “RECIPIENT”)*

**MATERIAL: described in Appendix A**

**RECIPIENT Scientist CONTACT:**

**SUPPLIER’S Scientist CONTACT:**

1. **Definitions**
2. MATERIAL: ORIGINAL MATERIAL together with all fragments and mixtures thereof and together with PROGENY and UNMODIFIED DERIVATIVES; MATERIAL shall not include MODIFICATIONS or other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY or UNMODIFIED DERIVATIVES.
3. PROGENY: Unmodified descendant from the MATERIAL (for instance virus from virus, cell from cell, organism from organism)
4. UNMODIFIED DERIVATIVES: Substances created by RECIPIENT constituting an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL
5. MODIFICATIONS: Substances created by the RECIPIENT which contain or incorporate the MATERIAL

The MATERIAL as listed in **Appendix A** is considered proprietary to Charité.

1. **Background**.

RECIPIENT desires to obtain the MATERIAL and/or information described in **Appendix A** (the “MATERIAL”) from SUPPLIER for use by RECIPIENT solely for non-human experiments described in **Appendix A** (the “TESTS”) under the terms and conditions of this Agreement. The obligations of RECIPIENT herein described will apply to any biological MATERIAL that incorporates the MATERIAL or any recombinant version thereof.

1. **The MATERIAL and the TESTS.**

RECIPIENT acknowledges that SUPPLIER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. SUPPLIER will use commercially reasonable efforts to provide RECIPIENT with the quantity of the MATERIAL described in **Appendix A**. RECIPIENT will use the MATERIAL solely for the TESTS and for no other purpose. RECIPIENT agrees not to analyze the MATERIAL for the purpose of determining the structure nor amino acid sequence thereof. Furthermore, the use for any commercial purpose, such as for production is prohibited under this Agreement. In particular, no rights are provided to use the MATERIAL or any related patents for profit-making or commercial provision of a service to a third party in exchange for consideration. RECIPIENT will not use the MATERIAL for testing in or treatment of human subjects. RECIPIENT acknowledges that the MATERIAL is experimental and will comply with all laws and regulations applicable to its handling and use. Any MATERIAL remaining upon completion of the TESTS either will be returned to SUPPLIER or discarded, consistent with SUPPLIER’S instructions. Recipient agrees to not distribute or release the MATERIAL to any other person or entity, except laboratory personnel of Recipient. Recipient shall ensure that no one will be allowed to take or send the MATERIAL to any other location than mentioned above, unless written permission is obtained from SUPPLIER.

1. **Confidentiality.**

RECIPIENT shall treat in confidence, for a period of five (5) years from the date of its disclosure, any written information pertaining to the MATERIAL provided to RECIPIENT by SUPPLIER or SUPPLIER'S Scientist(s). Excluded from this obligation shall be any information

(a) that was previously known to RECIPIENT prior to receipt of information
from SUPPLIER;

(b) that lawfully is, or becomes publicly available during said five (5) year
period through no fault of RECIPIENT;

(c) which is disclosed to RECIPIENT without confidentiality obligations by
a third party having the right to make such disclosure; or

(d) which is independently developed by RECIPIENT without the use of or
reference to any information received from SUPPLIER.

RECIPIENT has to prove that the matter of any violation is information in compliance with

4 a - d.

1. **Research Results.**

RECIPIENT will conduct TESTS with the MATERIAL and gather research results (such results are referred to as the “Research Results”). RECIPIENT will inform SUPPLIER of Research Results related to the MATERIAL, by personal communication and by providing SUPPLIER with written information describing the Research Results. In case of joint inventions, SUPPLIER and RECIPIENT shall conclude in good faith a separate agreement concerning the use, patenting and commercialization of those joint inventions. RECIPIENT shall grant to SUPPLIER an irrevocable non-exclusive royalty-free license to practise the Research Results as well as any invention, improvement or modification resulting from the use of the MATERIAL for internal scientific research purposes.

1. **Publication and Acknowledgement.**The Recipient shall have the right, consistent with academic standards, to publish or present the results of the research work performed in accordance with this Agreement. The Recipient shall disclose planned publications to SUPPLIER at least thirty (30) days prior to submission for publication. If SUPPLIER does not send an objection during this thirty (30) days, RECIPIENT will be free to submit for publication without delay.
In presentations or publications concerning the use of the MATERIAL the Recipient will acknowledge the SUPPLIER and the named SUPPLIER´s contact as the source of the MATERIAL. When research work is performed in collaboration, co- authorship of SUPPLIER is required.
2. **No Warranty of SUPPLIER.**

RECIPIENT acknowledges that any MATERIAL delivered to it under this agreement is experimental in nature. SUPPLIER makes no representations nor extends any 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, nor does SUPPLIER represent that the use of the MATERIAL will not infringe any patent, copyright, trade secret, trademark or other rights of third parties.

1. **Indemnification.**

SUPPLIER shall not be liable to RECIPIENT for any loss, claim, or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to, or arising from, the use of the MATERIAL by the RECIPIENT. To the extent permitted by law, RECIPIENT shall indemnify, defend and hold harmless SUPPLIER, its trustees, assignees, agents and employees from any claim asserted against them arising from the negligence or wilful misconduct in the use of the MATERIAL by RECIPIENT or its agents or employees.

1. **No obligations.**

No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

1. **Final Agreement.**

This Agreement and **Appendix A** attached hereto and hereby incorporated herein, contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

1. **Start and Termination.**

This Agreement starts with the date of signature of RECIPIENT. Either party may terminate this Agreement upon thirty (30) days’ prior written notice to the other party. Upon termination, RECIPIENT will immediately return to SUPPLIER its Confidential Information, and any unused samples of the MATERIAL, and all of RECIPIENT’s rights to use the MATERIAL will end. Following termination, neither party will have any further obligations under this Agreement, except that Sections 3, 4, 6 and 7 will survive.

1. **Miscellaneous.**

This Agreement shall be governed by the laws of Germany, excluding its conflicts of laws principles. Place of jurisdiction is Berlin, Germany.

If you agree to accept the MATERIAL under the above conditions, please have this Agreement signed by an authorized representative of RECIPIENT and return two originals to:

 Charité – Universitätsmedizin Berlin

 Technologietransfer

 Charitéplatz 1

 D-10117 Berlin

The MATERIAL will be sent to you as soon as possible after the receipt of the signed Agreement.

**RECIPIENT ORGANIZATION APPROVAL:**

***Company*,** Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Authorized Official

Position

## AGREED AND ACCEPTED BY RECIPIENT SCIENTIST

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of RECIPIENT Scientist

Position

**Charité – Universitätsmedizin Berlin**

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

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technology Transfer Managers SUPPLIER Scientist

CHARITÉ – Universitätsmedizin Berlin,

Charitéplatz 1, D-10117 Berlin

**Appendix A**

**MATERIAL:** The ORIGINAL MATERIAL covered by this agreement includes:

 (name of the Material, short description and scientific reference)

**TESTS:**