

Standard Material Transfer Agreement of the German Gene Trap Consortium

(for non-commercial purposes only)

This Standard Material Transfer Agreement - hereinafter referred to as the "SMTA"- is concluded by and between **Helmholtz Zentrum München – Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)**, Ingolstädter Landstrasse 1, D-85764 Neuherberg, Germany (hereinafter referred to as the "*Provider*") on behalf of the **German Gene Trap Consortium** (hereinafter referred to as the "*GGTC-Partners*") and

- hereinafter referred to as the "*Recipient*" -

for its researcher/s

- hereinafter referred to as the "*Researcher/s*" -.

1. Definitions

- 1.1 Upon request the *Provider* shall provide to the *Recipient* the *Material* as described and quantified in **Annex 1**, hereinafter referred to as the "*Original Material*". **Annex 1** constitutes an integral part of this *SMTA*.
- 1.2 "*Progeny*" is defined as unmodified descendant from the *Original Material*, such as virus from virus, 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. subclones 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*" is and remains the exclusive property of the *GGTC-Partners* and comprises the *Original Material*, any *Progeny*, *Unmodified Derivatives* and the *Original Material* contained in *Modifications*.
- 1.6 "*Commercial Purposes*" mean the sale, lease, license, or other transfer of the *Material* to a profit organisation. *Commercial Purposes* shall also include use by any organisation, including the *Recipient*, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the *Material* to a for-profit organisation.
- 1.7 "*Information*" includes, without limitation, any scientific, technical, trade or business information delivered to the *Recipient* by the *GGTC-Partners* in the context of this *SMTA*.

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 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 used for any *Commercial Purposes*. 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 with the *Provider's* prior written approval.

3. Publications

The *Recipient* shall have the right to publish its findings and results related to the *Material*, provided that the *GGTC-Partners'* researcher/s are either named as co-authors of the publication or cited as the source of the *Material*, according to the respective contribution of the *Material* to the publication. The *Recipient* shall submit to the *Provider* all publications at least four weeks prior to their public disclosure. The *Provider* and the *GGTC-Partners* agree to keep the *Recipient's* publication confidential until published by the *Recipient*.

4. Intellectual Property

- 4.1 Where the research involving the *Material* or a *Modification* thereof results in an invention or a patentable *Modification* of the *Material*, the *Recipient* and its *Researcher/s* shall promptly disclose this development to the *Provider*. *Recipient* and the *GGTC-Partners* shall decide in common about the inventorship, taking in due consideration the *GGTC-Partners'* contribution through their *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 the *GGTC-Partners'* request *Recipient* agrees to provide the *GGTC-Partners* for their internal research use with reasonable quantities of published 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 and with an equivalent Material Transfer Agreement. Such transfer shall be free of charge, but an appropriate handling/shipping fee may be charged by *Recipient*.
- 4.3 *Recipient* agrees not to file for any intellectual property protection for *Original Material*.

5. Warranty and Liability

- 5.1 Any *Material* provided pursuant to this *SMTA* is understood to be experimental in nature. It may have hazardous properties. The *GGTC-Partners* make no representations and extend 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 The *Recipient* assumes all and any liability for damages which may arise from its use, storage or disposal of the *Material*. The *Recipient* shall hold harmless the *GGTC-Partners* and their researcher/s for any loss, claim or demand which could be raised 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 caused by the gross negligence or wilful misconduct of the *GGTC-Partners*.

6. Confidentiality

During the term of this *SMTA* and for three years thereafter, the *Recipient* shall keep confidential any *Information* transferred by the *GGTC-Partners* and shall not disclose such *Information* to any third party without prior written consent of the *Provider*. The *Recipient's* rights to publication of results as defined under Section 3 remain unaffected. The secrecy obligation does not apply to *Information* as can be established by reasonable proof which

- a) was already known to the *Recipient* or independently developed by him prior to the disclosure of the *Information* by the *GGTC-Partners*; or
- b) was or becomes public knowledge through no fault of the *Recipient*; or
- c) was obtained by the *Recipient* from a third party entitled to use and disclose the same as a matter of right; or
- d) the *Recipient* is required by law to disclose.

7. Miscellaneous

- 7.1 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 *SMTA*.
- 7.2 This *SMTA* shall be construed according to the laws of the Federal Republic of Germany, under exclusion of any of its choice of law and venue principles. Any dispute arising from the interpretation and/or implementation of this *SMTA*, which cannot be settled amicably, shall be brought before a competent court of first instance in the city of Munich, Federal Republic of Germany.
- 7.3 This *SMTA* shall enter into force on the date of the last signature to it. *Recipient* has the right to terminate this *SMTA* at any time, in which case *Recipient* shall discontinue its use of the *Material* within thirty (30) days and destroy or return to the *Provider* the remaining *Original Material* and *Modifications* incorporating the *Original Material*. The provisions concerning Publications, Intellectual Property and Liability shall survive this termination.
- 7.4 In the event the *Material* or part of it should be under physical control of the *Recipient* before this *SMTA* is signed, the terms and provisions shall apply for this *Material* retroactively.

The representatives hereby expressly certify and affirm that they are authorized to sign this agreement on behalf of their institution.

The signatories hereby expressly certify and affirm that this SMTA is identical with the pdf file for download on the German Gene Trap Consortium's homepage.

At _____, on _____

Signature of authorized representative

(stamp)

Name and Title

At Neuherberg, on _____

*Helmholtz Zentrum München –
Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)*

Signature of authorized representative

ANNEX 1

Provider's principal scientist providing the Material:	Recipient principal scientist name, address, e-mail, phone and fax number:
Address to send the Material to:	Name, address, e-mail, phone and fax number of Recipient Technology Transfer officer/authorized official:
VAT number (if applicable):	
Description of the Material:	
Material (e.g. ES cell clone):	
Aims of the intended experiments:	