

Instructions for submission of MTA for non-commercial Recipients

In an effort to improve the process of material transfer, we have developed this instruction sheet for submission of MTA. These instructions will help you speed up finalization of the legal documentation which in its turn facilitates transfer of material between scientists.

Material release can only be approved after the MTA is fully executed: Please note that we accept agreements with **original signatures** only – no scans are accepted!

How to submit MTA form:

- Please complete the requested information in Annex (please ensure the accuracy of the provided information), print **two original copies** for signature process and
- have the MTA signed by your authorized representative(-s) and recipient scientist;
- to facilitate communication and proper routing of MTA, please always inform our Material Transfer Team beforehand of a new submission request by mailing the fully completed Annex to material-transfer@helmholtz-muenchen.de;
- please send **two wet-ink original copies*** to the following address for counter signature:

Helmholtz Zentrum München
Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)
Legal Affairs
Ingolstädter Landstr. 1
85764 Neuherberg
Germany

* If your institution does not require a wet-ink copy, you can also send us one original by post and we will return a PDF copy of the executed MTA for your files by email.

- As soon as we receive the documents, the MTA will be forwarded to our legal counsel for review and counter signature. After the MTA is signed, the material release will be approved and you will receive one fully executed copy back.

Please note that any use of the Material for any commercial purpose requires a license from the Helmholtz Zentrum München. To obtain such a license, please contact us at licensing@helmholtz-muenchen.de

HelmholtzZentrum münchen

Deutsches Forschungszentrum für Gesundheit und Umwelt

Standard Material Transfer Agreement

for Non-commercial Recipients 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)
Ingolstaedter Landstrasse 1, D-85764 Neuherberg, Germany

(hereinafter referred to as the "Provider")

and

"Recipient".

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 "Recipient" is the legal entity as identified in Annex 1.

1.3 "Recipient Scientist" is the scientific employee of Recipient performing the intended experiments with Material as identified in Annex 1.

1.4 "Progeny" is defined as unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.

1.5 "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.

1.6 "Modifications" are substances created by the Recipient which contain/incorporate the Material, e.g. crosses, breeding varieties, cell fusions, subcloning etc.

1.7 The "Material" which, regarding the inherent intellectual property rights, is and remains the exclusive property of the Provider, comprises the Original Material, any Progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material.

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 released to any person other than the Recipient's Scientist/s named above and staff under the Recipient's Scientist/s 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. The Recipient agrees not to file for any intellectual property protection relating to the Data or to results deriving from the Data.

2.3 Upon request, the Recipient shall inform the Provider on the status of its research.

3. Publications

3.1 The Recipient shall have the right to publish its findings and results related to the Material, provided that the Provider Scientist/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 the Provider. Provider agrees to keep Recipient's publication confidential until published by Recipient.

3.2 Publication manuscripts based on the Data have to be written in close collaboration with the Provider and have to be approved by the Provider before submission. Authorship needs to reflect the contribution of the Provider in generating the Data, section 3.1 shall apply mutatis mutandis.

4. Intellectual Property

4.1 Where the research involving the Data and/or Material or a Modification results in an invention or a patentable Modification of the Material, the Recipient and its Recipient Scientist/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 and/or Data. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined. The Recipient agrees not to file for any intellectual property protection relating to the Data or to results deriving from the Data, without prior written approval of Provider.

4.2 At Provider's request Recipient agrees to provide Provider for its 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. 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 AND DATA PROVIDED PURSUANT TO THIS SMTA 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 AND/OR DATA FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL AND/OR DATA 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 AND/OR DATA. THE RECIPIENT SHALL HOLD HARMLESS THE PROVIDER AND ITS SCIENTIST/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 AND/OR BY THE RECIPIENT, EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE PROVIDER.

6. Data Protection

In case the Material consists of human biological samples and/or data which are related to an individual subject the following applies:

6.1 "Data" means any information related to the Donor (as defined below), which is linked to or derived from the Material and which is pseudonymized/anonymized data, which the Recipient has requested to receive or which the Recipient has generated himself by the usage of the Material.

"Donor" means the individual subject from whom human biological samples and/or related Data were obtained.

6.2 The Recipient will refrain from any attempt of de-pseudonymization or re-identification and will inform the Provider immediately, if a de-pseudonymization or re-identification occurs, whether accidentally or on purpose.

6.3 The Recipient guarantees to process the Material and the Data in accordance with the applicable Data Protection Laws, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

The Recipient is obliged to process the Data and Material solely (i) for the requested and approved purpose and only (ii) within the requested and approved period of time. The Recipient guarantees to process the Data solely in accordance with the applicable guidelines as well as with applicable institutional review board requirements, if any.

6.4 The Material and any Data shall be securely and appropriately protected from unauthorized access, use and theft. The Recipient warrants a level of security that is appropriate to protect Donors from potential risks caused by the processing of the Material and/or Data. The Recipient therefore undertakes the appropriate technical and organisational measures to exclude the risk as far as possible.

6.5 If the Recipient becomes aware of any unauthorized access or use of the Material or of the disclosure or unauthorized use of Data, the Recipient will inform the Provider immediately.

6.6 On request of a Donor, the Provider is obliged to provide information about the Data, to complete, to correct, to transmit, to block, to restrict or to erase Data regarding the Donor, which may include the destruction of Material, as far as the Material or the derived Data renders the re-identification of the Donor possible.

The Recipient guarantees to make every effort to support the Provider in these cases and to have processes in place, that enable the Recipient to take all necessary measures to fulfill the duties according to the GDPR and the BDSG.

6.7 After the purpose described in Annex 1 has been accomplished, the Recipient according to the sole discretion of the Provider immediately returns the Material to the Provider or destroys the Material. Furthermore, (i) in case of a request for deletion by Provider in line with applicable law and/or (ii) as soon as the storage of Data is no longer necessary for the approved purpose Recipient deletes all Data derived from or linked to the Material, as far as it renders the re-identification of the individual subject possible.

In both cases on request of the Provider, the Recipient is obliged to confirm the destruction of the Material and the deletion of the Data.

6.8 In case the Recipient is located outside the EU and outside the countries providing an adequate level of data protection as published by the EU, this MTA can only be signed by entering an additional agreement as regards data protection. The execution of the MTA together with an agreement on data protection ("Data Transfer Agreement") shall be in the sole discretion of Provider. In case of conflict, such Data Transfer Agreements shall prevail over this MTA as regards all questions on data protection.

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. 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.

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.

Done in duplicate

At Neuherberg, on _____

At _____, on _____

*signed for and on behalf of the Provider
by its duly authorized representative*

*signed for and on behalf of the Recipient
by its duly authorized representative*

Authorized representative's signature

Authorized representative's signature

Name: _____

Name: _____

Title: _____

Title: _____

Legal Affairs

Recipient Scientist's signature

Name: _____

Title: _____

Please send the form via email to material-transfer@helmholtz-muenchen.de beforehand. Two **original copies** must follow. Please direct them to Legal Affairs.

Please note that any use of the Material or the HMGU Information for any **commercial purpose - or by, on behalf of or in collaboration with any for-profit entity** - requires a license from HMGU. To obtain such a license, please contact HMGU by directing your request to: licensing@helmholtz-muenchen.de

ANNEX 1

Recipient's Institution full name and place of business (VAT number if applicable):	Recipient principal scientist's name, full address, telephone number and e-mail:
Address to send the material to:	Recipient authorized official's name, full address, telephone number and e-mail:
Provider's principal scientist making available the Material (if known):	
Description of the Material:	
Aims of the intended experiments:	