HelmholtzZentrum münchen
Deutsches Forschungszentrum für Gesundheit und Umwelt

Material Transfer Agreement

for non-commercial U.S. government institutions only

This Material Transfer Agreement (hereinafter referred to as the "*MTA*") 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 **U.S. Government Recipient**.

1. Definitions

1.1 Upon request the *Provider* shall provide to the *US Government 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 “U.S. Government 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 US Government 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 US Government 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 *US Government Recipient* shall use the *Material* in compliance with all laws and regulations applicable to such *Material* in the *US Government 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 *US Government 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 only to the extent of Provider's prior written approval.

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

3. Publicatlons

The *US Government Recipient* shall have the right to publish its findings and results related to the Material, provided that the *Provider* researcher/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 *US Government Recipient* shall submit all publications four weeks prior to their public disclosure to the *Provider. Provider* agrees to *keep US Government Recipient's* publication confidential until published by *US Government Recipient*.

4. Intellectual Property

4.1 Where the research involving the *Material* or a *Modification* results in an invention or a patentable *Modification* of the *Material,* the *US Government Recipient* and its *Researcher/s* shall promptly disclose this development to the *Provider. US Government Recipient* and *Provider* shall decide in common about the inventorship, taking in due consideration the *Provider's* contribution to the invention through its *Material.* Inventorship shall be determined according to applicable laws in the individual countries where the patent application is filed. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 At *Provider's* request *US Government Recipient* agrees to provide *Provider* for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of *US Government Recipient's* research studies using the *Material,* always provided that *US Government 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 *US Government Recipient.*

4.3 *US Government 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 *Provider* makes no representations and extends 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 It is the intention of the *US Government Recipient* that *Provider* not is liable to *US Government Recipient* for any claims or damages arising from *US Government Recipient's* use of the Material. The *Provider* disclaims any and all liability associated with the transfer of the *Material.* Unless prohibited by law, the *US Government Recipient* assumes any and all liability for claims for damages which may arise from the use, storage, handling or disposal of the *Material* by *US Government Recipient,* except to the extent caused by gross negligence or wilful misconduct of the *Provider.*

6. Miscellaneous

6.1 The *Original Material* is provided cost-free; however, a handling fee may be charged for its preparation and shipment to the *US Government Recipient.* As applicable, both items are specified in an accompanying letter to this *SMTA.*

6.2 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 within 60 days between two named scientific members of *US Govemment Recipient* and *Provider,* shall be settled by non-binding arbitration according to the arbitration rules of the International Chamber of Commerce, to the extent funds appropriated for this purpose are available to *US Govemment Recipient* and the cost to *US Govemment Recipient* does not exceed 25,000.- US$.

6.3 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.

6.4 In the event the Material or part of it should be under physical control of the *US Govemment 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 down load on *Provider's* homepage.

Done in duplicate

At Neuherberg, on

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

_____
Helmholtz Zentrum München
German Research Center for Environmental Health (GmbH)
Legal Affairs

At ,on

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

_____
Authorized representative's signature

Name:

Title:

_____
Recipient Scientist's signature

Name:
Title:

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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:	