MATERIAL TRANSFER AGREEMENT

between

Jagiellonian University Medical College

ul. św. Anny 12, 31-008 Krakow, Poland **(Provider)**

and

Insitute …….

…….. **(Recipient)**

Definitions

RECIPIENT SCIENTIST and shipping address: …….

RESEARCH PURPOSE: collaboration in the project "……." grant agreement number …… financed by …….. ul. ……, Poland. Description of the experiments planned with the Material as specified in Annex 1.

ORIGINAL MATERIAL: …….

MATERIAL: **ORIGINAL MATERIAL**, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including 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 or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

Terms and Conditions of the Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.
3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
   a) is to be used solely for the RESEARCH PURPOSE described in Annex 1;
   b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
   c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
   d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate Transfer Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.
5.
   a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.
   b) Under a separate Transfer Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.
   c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
6. 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, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS 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 party(ies), subject to any pre-existing rights held by others.
8. If RECIPIENT'S research results in an invention, a new use, or a product based on, containing, or relating to the Material or Modifications (collectively referred to as "Invention"), Recipient agrees to disclose the Invention to PROVIDER promptly on a confidential basis. Ownership shall be determined by mutual agreement between the parties, taking into account the role and contributions of individuals involved in the development of the Invention as well as the contribution of the MATERIAL itself. In the case of a jointly owned Invention between PROVIDER and RECIPIENT, the parties agree to negotiate a joint invention agreement in good faith which shall provide for fair and equitable sharing of patent costs, income, and invention management responsibilities. If either RECIPIENT or PROVIDER is the sole inventor of any Invention, that party shall be free to dispose of such Invention at its own discretion.
9. RECIPIENT and RECIPIENT SCIENTIST agree to hold confidential all information and related know-how disclosed to RECIPIENT by PROVIDER concerning the MATERIAL that is marked as "Confidential" ("Confidential Information") except as such Confidential Information: (a) was known by the RECIPIENT at the time of disclosure; (b) becomes part of the public domain, except by breach of this Agreement by RECIPIENT; (c) is rightfully received by RECIPIENT from a third party without an obligation of confidence to PROVIDER; or (d) is independently developed by RECIPIENT'S personnel who have not had access to such Confidential Information and the Material.
10. Any MATERIAL delivered pursuant to this Agreement 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. 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.
11. 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, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
12. The RECIPIENT shall have the right, consistent with academic standards, to publish or present the results of the research findings from the use of the MATERIAL or the MODIFICATIONS in accordance with this Agreement. The RECIPIENT shall disclose such publications to the Provider

and agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications reporting the use of it.

13. The RECIPIENT agrees to use the MATERIAL in compliance with published scientific informationall applicable statutes and regulations, including for example, those relating to research involving the use of animals or recombinant DNA.

14. The RECIPIENT has approved all IRB protocols related to RECIPIENT SCIENTIST'S use of the Material.

15. This Agreement is effective when signed by all parties and will terminate on the earliest of the following dates: (a) on completion of the RECIPIENT's research with the MATERIAL as described on Annex A, or (b) on thirty (30) days written notice by either party to the other, provided that:

    i. if termination should occur under 15(a) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS; and

    ii. in the event the PROVIDER terminates this Agreement under 15(b) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

16. Paragraphs 6, 10, and 11 shall survive termination.

17. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, please indicate the amount and currency: [0].

18. This Agreement is not assignable without the prior written consent of the Provider.

19. This Agreement shall be governed by and interpreted in accordance with the substantive laws of Poland. The exclusive venue shall be the courts of Krakow, Poland.

AGREED:

Provider Scientist: **Recipient Scientist:**

_____ _____

……*(date)* *(date)*

Provider Institutional Approval:

_____

Prof. Marek Sanak, MD, PhD*(date)*

Representative of the Rector
of the Jagiellonian University
or Research and Development
at the Medical College

Recipient Institutional Approval:

_____

(date)

Annex 1

Detailed description of the experiments planned with the Material:

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