



MATERIAL TRANSFER AGREEMENT

PROVIDER: Stichting Katholieke Universiteit, more particularly the University Medical Centre Nijmegen,

Authorized Official:
Prof. dr. C.H. van Os
vice-dean of research
staff Technology Transfer, 117 THK/CSC
P.O. Box 9101
6500 HB Nijmegen
The Netherlands

and

RECIPIENT: _____ *(please fill in)*

Authorized official:
(please fill in) _____

PROVIDER agrees to provide Recipient more particular _____ *(please fill in name of scientist)* with _____ *(please fill in name and description of material)*, hereinafter referred to as "Material" under the following conditions:

1. The parties to this Agreement are: Stichting Katholieke Universiteit Nijmegen, more particularly the University Medical Centre Nijmegen, Department of Cell Biology, 163 NCMLS (hereinafter "PROVIDER" and, _____ *(please fill in)* ("the Institution") and _____ *(please fill in)* ("Scientist"). Institution and Scientist are collectively referred to as "Recipient".

2. The Material that is covered by this Agreement are (1) Material developed in the laboratory of prof.dr. B. Wieringa at the Department of Cell Biology, 163, NCMLS of PROVIDER and (2) any biological material and progeny derived by Scientist therefrom. This Material will be used as reagents in Scientist's own research projects as defined in Annex I. *(please attach in Annex I a description of the research project)* The Material are to be used solely for research and will not be used for any other purpose. PROVIDER shall be free, in its sole discretion, to distribute the Material to others and to use the Materials for PROVIDER's own purposes.
3. Scientist and Institution (Recipient) shall not distribute or release the Material to any person other than Institution laboratory employees under the supervision of Scientist and shall ensure that no one will be allowed to take or send the Material to any other location, unless written permission is obtained from PROVIDER. These Material are made available for investigational use only in laboratory animals and only in in vitro experiments. Scientist and Institution agree that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated herewith will be used in human beings. Scientist and Institution hereby also agree that the Material will not be used as part of any assay or screening procedure to develop drugs.
4. Recipient may decide, at its discretion, to apply for patent protection for inventions regarding the Material as a results of the research project as specified in Annex Id for this purpose may file, at its expense, one or more patent applications (hereinafter referred to as "*Recipient Patent Applications*") for any such inventions.
5. If Recipient decides to file any such Recipient Patent Applications, Recipient shall inform PROVIDER thereof in writing no later than 30 days after the date of filing of any such application(s).
6. If Recipient files any Recipient Patent Applications, PROVIDER will obtain a non-exclusive license to use the Recipients Patent Applications solely in connection with the Materials.
7. PROVIDER has the first option to negotiate with Recipient an exclusive license of such Recipients Patent Applications. If Parties cannot agree terms regarding an exclusive license within 120 days from the date when Recipient informed PROVIDER of the filing of the Recipient Patent Applications as mentioned in article 4.3, the option shall expire.
8. If Recipient does not wish to apply for a Recipient Patent Application then PROVIDER has the first option to apply for Recipient Inventions. In that case Recipient agrees to keep Recipient Inventions confidential for a period of 90 days and to help draft a description of the Recipients Invention for use in the

patent specifications. Also Recipient shall assign all its rights in Recipient Inventions. In the case that PROVIDER files Recipient's Invention, Recipient shall, in return, receive a non-exclusive license for research purposes from PROVIDER.

9. If Recipient files Recipient Patents Applications, and subsequently decides to abandon any such Recipient Patent Applications and/or any patents granted thereon, it shall inform PROVIDER thereof in writing. PROVIDER shall then have the right to obtain from Recipient any such Recipient Inventions and/or patents granted thereon upon terms and/conditions to be mutually agreed, which shall be reasonable and which shall be equal to the total sum of the official fees and the reasonable attorneys fees incurred by Recipient in filing and/or prosecuting the Recipient Patent Application(s) or patents based thereon.
10. In case publication results from research using the Material, Scientist agrees to contact PROVIDER prior to submission with full disclosure of the findings in writing and in detail sufficient for PROVIDER to review said publication or presentation for the purposes of securing proprietary protection the Material and/or for any inventions developed by PROVIDER.
11. The Material is experimental in nature and they are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPRIETARY RIGHT.
12. In no event shall PROVIDER be liable for any use by Scientist or Institution/Recipient of the Material and Recipient hereby indemnifies PROVIDER against any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or Recipient's respective use, handling or storage of the Material.
13. Scientist and Institution will use the Material in compliance with all laws and governmental regulations applicable to the Material and for work with recombinant DNA and (transgenic) animals. Scientist will comply with guidelines and other (local) applicable governmental regulatory bodies.
14. This Agreement and its interpretation is governed by the laws of the Netherlands. Any disputes arising under this Agreement will be settled in accordance with the laws of the Netherlands.
15. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of PROVIDER.
16. The Material is provided at no costs, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee

is requested, the amount will be indicated here: [COSTS OF TRANSPORTATION AND VETERINARIAN PRE-TESTS ONLY.](#)

17. The Institution and Recipient Scientist (Recipient) should sign a copy of this Agreement and return one signed copy to the PROVIDER's office. The PROVIDER will then forward the Material.

Annex I: Description of research project
(please fill in)

PROVIDER ORGANIZATION
APPROVAL

RECIPIENT ORGANIZATION
APPROVAL

Authorized Officials:

Authorized Official

Name: _____
Position: _____

Name: _____
Position: _____

Signature -----

Signature -----

Prof. dr. C. van Os
vice-president of research

Signature -----

Signature -----

Date -----

Date -----