

Material Transfer Agreement

for transfer of biological material
to non-profit organizations only

Deutsches Krebsforschungszentrum, Stiftung des öffentlichen Rechts (German Cancer Research Center) located at Im Neuenheimer Feld 280, D-69120 Heidelberg, Germany ("**DKFZ**") agrees to provide

Organization: Name:

Address: Street:

 Zip code: City:

 Country:

hereafter referred to as RECIPIENT

with certain MATERIAL for use in the laboratory of

 Name:

 Email:

hereafter referred to as RECIPIENT SCIENTIST

for the purpose of conducting scientific work under the following conditions:

I.

Definitions:

1. 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.
2. PROGENY: Unmodified descendant from the ORIGINAL MATERIAL, such as virus from virus, cell from cell, or organism from organism.
3. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL.
4. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

5. **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.

II.

The ORIGINAL MATERIAL created by Profs. Dr. Petra Boukamp and Dr. Norbert Fusenig covered by this Agreement is:

HaCaT cell lines

Specified in Boukamp et al: "Normal keratinization in a spontaneously immortalized aneuploid human keratinocyte cell line." J. Cell Biol. 106:761-771 (1988).

In any publications using this cell line this reference has to be cited.

The MATERIAL listed above is considered proprietary to DKFZ.

III.

DKFZ and RECIPIENT agree that the MATERIAL:

- is to be used solely for teaching and academic research purposes;
- will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of DKFZ;

IV.

RECIPIENT shall not distribute or release the MATERIAL to any person other than laboratory personnel under RECIPIENT SCIENTIST's direct supervision and shall ensure that no one will be allowed to take or send this MATERIAL to any other location. DKFZ will control future distributions of the MATERIAL. At the written request of DKFZ, RECIPIENT will cease to use MATERIAL and will return (at DKFZ's option) all unused MATERIAL.

V.

DKFZ retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

RECIPIENT retains ownership of: (a) MODIFICATIONS (except that DKFZ 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 (a) or (b) results from the collaborative efforts of DKFZ and RECIPIENT, joint ownership may be negotiated.

VI.

RECIPIENT shall have the right to distribute substances created by RECIPIENT through the use of the ORIGINAL MATERIAL, only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.

Under a separate agreement at least as protective of DKFZ's rights as this Agreement, RECIPIENT may distribute MODIFICATIONS to non-profit organizations for research and teaching purposes only.

RECIPIENT agrees that nothing in this Agreement shall be deemed to grant neither any rights under any DKFZ patents nor any rights to use the MATERIAL nor any products or processes involving the MATERIAL for profit-making or commercial purposes. The MATERIAL will not be used in research that is subject to consulting or licensing obligations to another corporation, company, or business entity.

VII.

RECIPIENT shall periodically inform DKFZ of research results related to the MATERIAL and will provide DKFZ with a copy of any manuscripts describing the results of such research at the time the manuscript is submitted for publication. RECIPIENT shall mention DKFZ by name and the responsible researcher citing the following original publication:

Boukamp et al: "Normal keratinization in a spontaneously immortalized aneuploid human keratinocyte cell line." J. Cell Biol. 106:761-771 (1988)

VIII.

THE MATERIAL IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. DKFZ MAKES NO REPRESENTATION OR WARRANTY THAT THE MANUFACTURE, SALE, TRANSFER OR USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHT OF OTHERS.

IX.

RECIPIENT shall notify DKFZ promptly in writing of any invention, improvement, modification, discovery, or development (each, an "Invention") of MATERIAL or associated know how and data conceived or reduced to practice in the course of the RECIPIENT's research with MATERIAL or associated know how and data. In the patent applications DKFZ resp. DKFZ employees shall be mentioned as co-inventors according to their contribution to the invention, if appropriate under statutory provisions.

X.

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. DKFZ 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 DKFZ.

XI.

Should any provision of this agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically closest to the invalid provision. The same shall apply in the case of an omission. This wording contains the entire agreement between the parties; any changes of the agreement have to be made in writing.

Date:

For RECIPIENT:

RECIPIENT SCIENTIST

Name:

Signature:

Authorized Official of RECIPIENT

(Person authorized to bind RECIPIENT legally by his/her signature)

Name:

Position:

Signature: