

**Material Transfer Agreement
(MTA)**

This Material Transfer Agreement (“Agreement”) is made and entered into, effective as of the final signature date (“Effective Date”), by and

**between**

**Johann Wolfgang Goethe-Universität Frankfurt**

represented by its President

Theodor-W.-Adorno-Platz 1

60323 Frankfurt am Main

Germany

Responsible Director of Department: [eintragen]

Postal address: [Klinik/ Institut]

Theodor-Stern-Kai 7

60590 Frankfurt am Main

Germany

- hereinafter called “**GU**”-

**and**

**[RECIPIENT INSTITUTION: Name, Address]**

- hereinafter called “**Recipien**t”-

requested by Recipient for use by its scientist

**[RECIPIENT SCIENTIST: Name, Address]**

- hereinafter called “**Scientist”**-

**RECITALS**

1. Whereas, GU, a foundation under Public Law, possesses certain **MATERIAL** (as later defined herein) resulting from research conducted by the Investigator Prof. Dr. as an employee of GU Frankfurt.
2. Whereas, the Recipient is interested in the use of the MATERIAL for the sole purpose to perform internal, non-commercial, scientific research in connection with the following research project or studies by the Scientist as described with the following specificity, hereinafter called the “**Purpose**”:

[purpose and intended use of material transferred, research project]

1. Whereas, GU is willing to provide the Recipient with the MATERIAL for the Purpose and use by its scientist under the terms and conditions set forth herein.

Now, therefore, the parties agree as follows:

1. **The MATERIAL**

The Material covered by this Agreement consists of:

* [description of material to be transferred, e.g. plasmid XY, cell line YZ]
* [description of material to be transferred, e.g. plasmid XY, cell line YZ]

hereinafter called “**MATERIAL**”.

For the purpose of this Agreement, the term MATERIAL shall include the original MATERIAL, any Progeny, unmodified Derivatives, the original MATERIAL contained in Modifications and proprietary information concerning the original Material.

*Progeny* shall mean any unmodified descendant from the MATERIAL (such as virus from virus, cell from cell, or organism from organism).

*Unmodified Derivatives* shall mean any substance created by Recipient that constitutes an unmodified functional subunit or product expressed by the MATERIAL (such as cloned/subcloned MATERIAL, purified or fractionated subsets of the MATERIAL, and proteins expressed from DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line).

*Modifications* shall mean any substances created by the Recipient which contain/incorporate the MATERIAL (such as crosses, breeding varieties, cell fusions, subcloning etc.).

GU shall be free, in its sole discretion, to distribute the MATERIAL to other commercial and non-commercial entities and to use it for its own purposes.

1. **INVESTIGATIONAL LIMITATION**

The MATERIAL is made available to the Recipient for the abovementioned Purpose only. The Recipient agrees that the MATERIAL shall not be used for any other purpose, neither commercial nor other use. THE MATERIAL MUST NOT BE USED IN HUMANS.

1. **DISTRIBUTION AND RELEASE LIMITATION**

Neither the Recipient nor the Scientist shall distribute or release the MATERIAL to any other person or entity, except laboratory personnel under the Scientist’s immediate and direct control. The Recipient shall ensure that no one will be allowed to take or send the MATERIAL to any other location than the Scientist’s laboratory, unless written permission is obtained from GU.

1. **RIGHTS AND INTELLECTUAL PROPERTY**

The Recipient agrees that furnishing the MATERIAL shall not grant any right, option or license under any patents, know-how or other intellectual property rights of GU to use the MATERIAL for any products, processes or services for profit-making or other commercial purposes. The Recipient ensures that the MATERIAL will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity.

1. **INVENTIONS AND PATENTS**

The Recipient agrees that in the event the Recipient makes any invention, improvement or Modification, whether patentable or not, based on MATERIAL as a result of activities conducted under the Purpose, the Recipient shall promptly bring such invention, improvement or Modification and any patent application filed thereon to the attention of GU, *in confidence*. The Recipient shall grant to GU an irrevocable, non-exclusive, royalty-free license to practice such invention, improvement or Modification for scientific research purposes. In case of joint inventions, GU and the Recipient shall conclude in good faith a separate agreement concerning the use, patenting and commercialization of such joint inventions.

1. **PUBLICATION**

The Scientist and the Recipient shall provide GU, on confidential basis, with a description of the results generated with the MATERIAL under the Purpose. If the Scientist and the Recipient desire to publish the results of the research, the Scientist and the Recipient will furnish GU with a copy of the proposed manuscript or abstract disclosing thirty days prior to the publication. GU may delay the publication if it contains patentable invention or confidential information according to section 7. In both cases, the parties will discuss in good faith how to proceed in order to protect the invention and/or confidential information. The Scientist and the Recipient shall acknowledge the source of the MATERIAL in any public or oral presentation.

1. **SECRECY**

The Recipient shall keep all information related to the Purpose and/or the MATERIAL confidential irrespective whether such information was received from GU or generated by the Recipient itself under the Agreement. Any oral disclosure from the GU to the Recipient shall be identified as being confidential by written notice delivered to the Recipient within thirty days after the date of the oral disclosure. This obligation is not applicable to information which

* is publicly available at the time of the disclosure
* becomes publicly available after signature of this Agreement through no fault of the Recipient
* is already in the possession of the Recipient without duty of confidentiality
* is required by law or regulation to be disclosed or,
* is independently developed by the Recipient without use of GU’s information.

The Recipient has to prove any of the aforementioned exceptions of confidentiality by appropriate written document.

1. **WARRANTY**

The MATERIAL is provided hereunder “**as is**”, and is understood to be experimental in nature and may have hazardous properties. The MATERIAL shall be used with prudence and appropriate caution. **GU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE MATERIAL, EXPRESS OR IMPLIED, AND THE ABSENCE OF ANY LEGAL OR ACTUAL DEFECTS, WHETHER OR NOT DISCOVERABLE.** Specifically, and not to limit the foregoing, GU makes no warranty or representation of merchantability or fitness for a particular purpose or that the use of the MATERIAL does not infringe any patents or other legal intellectual property rights of a third party, and that the use of the MATERIAL will not cause any damage of any kind to the Recipient or a third party.

1. **LIABILITY**

In no event shall GU be liable for any use by the Recipient of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL. The Recipient will hold GU and all of GU’s trustees, regents, officers, agents, and employees harmless and indemnify them for any loss or damage they may suffer from the Recipient’s (and his Scientist’s) use, handling, storage, or other activities connected with the MATERIAL.

1. **REGULATIONS/LAW**

The Recipient and the Scientist shall use the MATERIAL in compliance with all laws and guidelines and governmental regulations applicable to the MATERIAL.

This Agreement shall be construed and governed by the laws of the Federal Republic of Germany without regard to its conflicts of laws principles. The parties hereby submit to the exclusive jurisdiction of the courts of Germany. Any dispute shall be brought before the competent courts of Frankfurt am Main, Germany.

This MTA is not assignable. In the event the MATERIAL or part of it should be under physical control of the Recipient or his Scientist before the Agreement is signed, the terms and provisions of this Agreement shall apply for this MATERIAL retroactively.

1. **TERMINATION**

The Recipient is allowed to use the MATERIAL during its research under the purpose. However, GU is entitled to request the immediate return or destruction of the MATERIAL, in case the Recipient does not comply with its obligations under this Agreement or in any other case with two months prior notice.

The provisions concerning PUBLICATION, RIGHTS AND INTELLECTUAL PROPERTY as well as LIABILITY shall survive the expiration.

Authorized signature for the Recipient Authorized Signatures for GU

[Place], Date Frankfurt am Main, Date

|  |  |  |
| --- | --- | --- |
| [...] -Title- |  | Johann Wolfgang Goethe-Universität Frankfurt |
| **Certification of the Recipient’s Scientist:** *I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.* |  | Frankfurt am Main, DateProf. Dr. Enrico Schleiff, President **Read and acknowledged:**Frankfurt am Main, Date [Name]Responsible Director of Department |

Scientist’s Name and Signature