

## Material Transfer Agreement

for transfer of biological material  
to **non-profit organizations** only

Deutsches Krebsforschungszentrum (German Cancer Research Center) located at Im Neuenheimer Feld 280, D-69120 Heidelberg, Germany ("DKFZ") agrees to provide **XX Institution** ("RECIPIENT") with certain MATERIAL for use in the laboratory of **Dr. XX** (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 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.

### II.

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

#### **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.

Without written consent of DKFZ, RECIPIENT may not provide MODIFICATIONS for commercial purposes. It is recognized by RECIPIENT that such commercial purposes may require a commercial license from DKFZ and that DKFZ has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS.

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 unless written permission is obtained from DKFZ.

## 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 ARE EXPERIMENTAL IN NATURE AND ARE 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.

RECIPIENT hereby grants DKFZ a royalty-free, worldwide, non-exclusive license for its internal research purposes under any technology, any patent thereon and any material resulting from the use of the MATERIAL by RECIPIENT. If RECIPIENT commercially evaluates the research results, the parties shall start good faith negotiations leading to a sufficient participation of DKFZ in RECIPIENT's benefits.

## X.

In no event shall DKFZ be liable for any use by RECIPIENT of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL by RECIPIENT.

XI.

RECIPIENT agrees to comply with all applicable laws, rules and regulations relating to the care, welfare, handling, breeding, storage, transfer and disposal of the MATERIAL, including all laws relating to shipment to and from (and which will be made F.O.B.) DKFZ, Heidelberg, Germany. RECIPIENT agrees to waive all claims against DKFZ and to indemnify, defend and hold harmless DKFZ, its employees and agents from and against all claims, damages and liability that may be asserted by third parties arising out of the use, care, handling, disposal, transfer, breeding and shipment of the MATERIAL.

XII.

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:

institution  
address  
country

.....  
name recipient (RECIPIENT)

.....  
(legal representative of RECIPIENT's INSTITUTION)