# DEFINITIONS

# SOURCE: VIB vzw, non-profit organisation with registered office at Rijvisschestraat 120, B-9052 Zwijnaarde, Belgium. Original holder of all tangible and intangible rights to the MATERIAL.

# PROVIDER: BCCMTM/GeneCorner (Ghent University) being the organisation authorised by VIB to preserve and to distribute the MATERIAL.

# RECIPIENT: Legal entity representing the RESEARCH GROUP.

# DEPOSITOR: Legal entity or individual that deposits ORIGINAL MATERIAL in the custody of the PROVIDER.

# RESEARCH GROUP: Entitled scientists working in a same laboratory, or contractually bound to work on the same research topic.

# MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS. The description of the MATERIAL being transferred is on Exhibit1.

# ORIGINAL MATERIAL: That which was supplied to the PROVIDER by the DEPOSITOR.

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

# UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified subunit of the MATERIAL.

# MODIFICATIONS: Substances created by the RECIPIENT using the MATERIAL, which are not ORIGINAL MATERIAL, PROGENY or UNMODIFIED DERIVATIVES, and which have new properties.

# DEVELOPMENTS: Any result obtained by the RECIPIENT through the use of the MATERIAL.

# LEGITIMATE EXCHANGE: The transfer of the MATERIAL within the Research Group.

# COMMERCIAL USE: The use of the MATERIAL for the purpose of profit. COMMERCIAL USE shall include the sale, leasing, exchange, license, or other transfer of MATERIAL for profit purposes. COMMERCIAL USE shall also include uses of MATERIAL to establish service business activities, to manufacture products, to perform contract research, or to conduct research activities for profit purposes.

**TERMS AND CONDITIONS**

# Upon instruction of the SOURCE, the PROVIDER is willing to transfer the MATERIAL to RECIPIENT, and more specifically the RESEARCH GROUP. The SOURCE and the PROVIDER grant RECIPIENT a limited non-exclusive license to use the MATERIAL under the terms and conditions specified in this Material Transfer Agreement (MTA). The RECIPIENT accepts the terms and conditions of this MTA by placing an order with the PROVIDER.

# This MTA applies, among other things, to the use, handling, supply, distribution, sale, and any disposition of the MATERIAL supplied by the PROVIDER on behalf of the SOURCE.

1. The SOURCE shall remain the sole holder of Intellectual Property Rights on the MATERIAL.

# The RECIPIENT shall not sell, lease, license, lend, supply, distribute or otherwise transfer the MATERIAL to any others, save those involved in LEGITIMATE EXCHANGES.

# The RECIPIENT agrees that the MATERIAL is to be used under the responsibility of the RECIPIENT, in compliance with all applicable laws and regulations.

# Subject to the terms and conditions of this Agreement and any statutory, regulatory or other restriction imposed by law or any third party interest, RECIPIENT may use the MATERIAL in any lawful manner for academic research, teaching or quality control purposes. Any COMMERCIAL USE of the MATERIAL requires the prior written authorization of the SOURCE.

# The RECIPIENT shall keep confidential all the non-published information received with and related to the MATERIAL, unless the SOURCE has given its prior and written consent.

# The RECIPIENT will have the right to publish and disclose the DEVELOPMENTS. In order to balance this with the SOURCE’s proprietary interests, the RECIPIENT will submit the intended disclosure (e.g. a manuscript, abstract, patent application, poster, etc) to the SOURCE for review at least thirty (30) days prior to the scheduled disclosure date. Within this 30 day period, the SOURCE may request the RECIPIENT, in writing, to delete any reference to the SOURCE’s confidential information and/or to delay the intended disclosure for a maximum of an additional ninety (90) days.

# The RECIPIENT will mention the PROVIDER and the accession number of the MATERIAL in publications presenting scientific results and related information resulting from the use of the MATERIAL, taking also into account specific national laws and international regulations regarding TRIPS article 29 as to the conditions on patent applicants concerning invention disclosure.

# Use of the MATERIAL may be subject to intellectual property rights. No express or implied licenses or other rights are provided herein to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights. In particular, no express or implied licenses or other rights are provided to use the MATERIAL or any related patents for COMMERCIAL USE.

# The RECIPIENT shall have the sole responsibility for obtaining any intellectual property licenses necessary for its use of the MATERIAL. The RECIPIENT agrees, in advance of such use, to negotiate in good faith with the SOURCE to establish the terms of a commercial license; taking also into account specific national laws regarding article 15.7 of the Convention on Biological Diversity as to conditions concerning benefit sharing. The SOURCE is under no obligation to grant such commercial license.

# The RECIPIENT agrees to promptly inform the SOURCE, of any patentable DEVELOPMENTS. At a reasonable request of the SOURCE, the RECIPIENT will provide the SOURCE with a written report of the DEVELOPMENTS. The SOURCE will keep such information confidential.

# Ownership of DEVELOPMENTS will be negotiated in good faith between the RECIPIENT and the SOURCE, hereto depending upon the parties’ relative contribution to the DEVELOPMENTS including the relative contribution of the MATERIAL to the creation of the DEVELOPMENTS, and any applicable law and regulations relating to protection of intellectual property rights.

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# The RECIPIENT grants to the SOURCE an irrevocable royalty-free non-exclusive license to use such DEVELOPMENTS for the SOURCE’s research purposes and will negotiate in good faith, based on each party’s relative contribution, including the relative contribution of the MATERIAL to the creation of the DEVELOPMENTS, the sharing of benefits derived from the licensing, sale, or commercialisation of any such DEVELOPMENTS.

# The use of the MATERIAL may be subject to specific restrictions which are mentioned in the PROVIDER’s catalogue description for the particular MATERIAL and are hereby acknowledged by the RECIPIENT.

# Any MATERIAL delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. The SOURCE and the PROVIDER make no representations and extend no warranties of any kind, either expressed or implied. There are no express or implied warranties, including any warranty of merchantability or fitness for a particular purpose, or that the use of the MATERIAL does not or will not infringe any patent, copyright, trademark, or other proprietary rights.

# The PROVIDER will process, package and ship the MATERIAL in accordance with applicable laws and regulations. The RECIPIENT is responsible for ensuring that all permits required for the RECIPIENT to receive its order are obtained.

# 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. Nor the SOURCE, nor the PROVIDER will be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT, the SOURCE or the PROVIDER, by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent caused by the wilful misconduct of the SOURCE or of the PROVIDER. Except to the extent prohibited by law or to the extent caused by the wilful misconduct of the SOURCE or of the PROVIDER, the RECIPIENT shall indemnify and hold the SOURCE and the PROVIDER harmless against any such claims or demands which are made against the SOURCE or the PROVIDER.

# Any MATERIAL remaining upon completion of the DEVELOPMENTS shall be returned to the SOURCE or be destroyed.

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# Neither this Agreement nor any rights or obligations contained herein are assignable, whether by operation of law or otherwise, without the prior written consent of the SOURCE and the PROVIDER.

# Any conflict arising out of this Agreement will be judged by a court of competent jurisdiction.

# Invoices are payable at sixty (60) days from invoice date.

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*To confirm agreement with the above terms, please have an authorised representative sign and date the agreement below. The signature of the investigator is optional.*

*Please return the signed document to BCCM/GeneCorner:*

*BCCM/GeneCorner*

*Department of Biomedical Molecular Biology*

*Ghent University*

*Technologiepark 927*

*B - 9052 Zwijnaarde*

*Belgium*

*bccm.genecorner@ugent.be*

*BCCM/GeneCorner will return one fully executed agreement to the RECIPIENT. Subsequently, BCCM/GeneCorner will ship the MATERIAL according to the specifications in the RECIPIENT’s order form.*

Accepted by:

**RECIPIENT**

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| --- | --- |
| 1. Authorised representative
 | 1. Investigator
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| Name : |       | Name : |       |
| Title : |       | Title : |       |
| Institute/Company : |       | Institute/Company : |       |
| Department : |       | Department : |       |
| Address : |       | Address : |       |
|  |       |  |       |
| Signature : |  | Signature : |  |
| Date : |       | Date : |       |

**VIB**

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| --- |
| 1. Authorised representative
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| Name : | Johan Cardoen |  |
| Title : | Managing Director |  |
| Institute/Company : | VIB |  |
| Address : | Rijvisschestraat 120 |  |
|  | B-9052 Zwijnaarde, Belgium |  |
| Signature : |  |  |
| Date : |  |  |

**Exhibit 1**

The MATERIALS that are covered under this agreement include:

**Exhibit 2: Research**

Recipient, and more specifically the RESEARCH GROUP, shall use the MATERIAL for:

*Please give a general description of the research in which the biological material will be used*