

Material Transfer Agreement

Ecole Polytechnique Fédérale de Lausanne (EPFL) ; CH – 1015 Lausanne

Represented by Prof Didier Trono, Director of the Tronolab at EPFL (hereafter “Provider”)

and the following **not for profit entity** :

(hereafter “Recipient”)

WHEREAS, Recipient has requested to receive the Original Material (as defined below) developed by the laboratory of Prof. D. Trono;

WHEREAS, Provider has agreed to provide Original Material to Recipient for non commercial research purposes;

NOW, THEREFORE, the parties hereto agree that Provider transfers the Original Material to Recipient under the following terms and conditions:

DEFINITIONS:

Original Material/s: _____

Material/s: Original Material/s plus Progeny and Unmodified Derivatives.

Progeny: Unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives: Substances created by Recipient which constitute an important unmodified functional subunit or expression product of the Original Material. Some examples include: sub clones of unmodified cell lines, purified or fractionated subsets of the Original Material, subsets of the Original Material such as proteins expressed by DNA or RNA supplied by Provider, antibodies secreted by a hybridoma.

Modifications: Substances created by Recipient which contain/incorporate any form of the Material.

1. The Material is to be used by Recipient solely for teaching or not for-profit research purposes at Recipient’s institution only, and only under the direction of the Recipient’s Scientist. The research to be conducted by Recipient’s Scientist using the Material is restricted to the project described hereafter :

2. Provider does not claim ownership of Modifications produced as a result of Recipient's research with the Material that are not included in the definition of Material above. However, the conditions and limitations of use defined in this Agreement are fully applicable to Modifications produced by Recipient which include the Material.

3. Except as expressly provided in this Agreement, no rights are provided to Recipient under any patents, patent applications, trade secrets or other proprietary rights of Provider or of any third party that may have such rights related to Materials. In particular, no rights are provided to use the Material or Modifications and any related patents of Provider and/or of third parties for profit-making or commercial purposes, such as sale; use in manufacturing; use in drug screening, evaluation and/or design programs; provision of a commercial service to a third party based upon the Material or Modifications; or in subject matter licensed for commercial purposes.

4. The Material will not be further transferred to others without the Provider's prior written consent. The Recipient shall refer any request of third parties for the Material to the Provider. To the extent supplies are available, the Provider agrees to make the Material available, under a separate Agreement to other scientists for teaching or not-for-profit research purposes only. In the case Recipient intends or is interested to use the Material for commercial purposes, it shall formulate a written request to Provider prior to any such use. Provider will evaluate possibilities of a specific agreement without being committed to satisfy any such request.

5. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

6. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations.

7. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The Provider makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material will not infringe any patent, copyright, trademark, or other proprietary rights. Recipient shall assume all liabilities for any damages arising from its use, storage or disposal of the Material. Provider shall not be liable for any damages suffered by Recipient, its employees or others in relation with the use of the Material and/or Confidential information.

8. The Recipient agrees to appropriately acknowledge the source of the Material in any publications reporting use of it.

9. The Material is provided at no cost, 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: ___none__.

10. This Agreement may not be assigned without the written consent of Provider.

11. All disputes arising out of this Agreement shall be brought exclusively before the competent court at the defending Party's domicile. Material law of the country of the defending Party's domicile shall apply to this Agreement.

This Agreement is executed in two originals and duly signed by the authorized representatives of the parties hereto, as printed below :

FOR PROVIDER INSTITUTION:

Signature: _____

Title, Name: Prof. Didier Trono

Date: _____

FOR RECIPIENT INSTITUTION:

Signature: _____

Title, name : _____

Date: _____

Recipient scientist

Signature: _____

Name : _____

Date: _____