Material Transfer Agreement

This Material Transfer Agreement (the “**Agreement**”) is entered into between

1. [Full business name/Name], [Org No], [Address] (the “**Provider**”); and
2. [Full business name/Name], [Org No], [Address] (the “**Receiver**”)

each also individually referred to as “**Party**” and jointly as the “**Parties**”.

1. The Provideragrees to provide the Receiverwith materials described in **Exhibit A** (the *“***Materials***”*) solely for the purpose of [specify] described in **Exhibit A** hereto. The Providerretains ownership of the Materials and all materials derived therefrom (the “**Derivative Materials***”*). Certain of such materials and information relating thereto may be provided to the Receiver directly from the Provideror from one of its affiliated scientists or laboratories. All such materials and information shall be deemed to have been provided by the Providerand shall be subject to the terms of this Agreement.
2. The Provideracknowledges that the evaluation process described in **Exhibit A** may be carried out by the Receiver. The Materials and Derivative Materials shall be used solely for the purposes described in Section 1 atthe Receiver’slocation set forth in **Exhibit A**.The Receivershall not distribute or release the Materials or the Derivative Materials to any person other than laboratory personnel under the direct supervision of theReceiver **c**ontact person set forth in **Exhibit A**.
3. Upon the request of the Providerat any time, the Receivershall return or destroy, at the Provider’s direction, any Materials or Derivative Materials in its possession.
4. The Receivershall have no rights in the Materials or Derivative Materials, other than provided in this Agreement. The Receiveragrees that nothing herein shall be deemed to grant any rights under any of the Provider’s patents or any other intellectual property rights (either existing or future), or any rights to use the Materials or Derivative Materials for any products or processes for profit-making or commercial purposes, or other scientific purposes other than as expressly permitted in this Agreement. The Materials or Derivative Materials will not be used in research that is or may be subject to consulting, licensing or similar obligations to third parties. The Materials and Derivative Materials may not be modified.
5. The Receiveragrees to keep confidential and not to use, except for the purpose described in Section 1 above, all information supplied by the Provider (whether originating from the Provideror any of its collaborators) and all information developed by the Receiveras a result of the research performed pursuant to this Agreement. The Receivershall not disclose to any third party any such information without the Provider’s prior written consent. This Agreement shall not restrict theReceiver’suse or disclosure of information which (i) is in the public domain by use or publication before its receipt from the Provider, or later becomes public; (ii) was already in theReceiver’s possession prior to its receipt from the Provider; or (iii) is properly obtained by the Receiverfrom a third party which has valid legal right to disclose such information to the Receiverand is not under a confidentiality obligation to the Provideror any of its collaborators.
6. Upon the request of the Provider, the Receivershall inform the Providerof the progress of the research conducted with the Materials or Derivative Materials, and shall provide access to all data generated by the use of the Materials or Derivative Materials. The Providershall be free to use all data and information generated in connection with such research for its own internal research purposes and for marketing purposes.
7. The Materials are experimental in nature and it is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. The Provider makes no representation or warranty that the use of the Materials and Derivative Materials will not infringe any patent or other propriety right.
8. In no event shall the Providerbe liable for any use by the Receiverof the Materials or Derivative Materials 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 Receiver agrees to defend, indemnify and hold the Provider harmless for any such loss, claim, damage, or liability.
9. The Receiverwill use the Materials and Derivative Materials in compliance with all laws and governmental regulations and guidelines applicable to the Materials or Derivative Materials. The Receivershall use the Materials and Derivative Materials solely for *in vitro* laboratory studies.
10. The Receiveragrees that any proposed patent application or publication that discloses or claims experiments conducted or results generated using, or discloses any other information relating to, the Materials or Derivative Materials shall be subject to the Provider’s prior written consent. Such consent will not be unreasonably withheld.
11. No Party shall use the name of the other Party in any publicity, news release or advertising relating to this Agreement, without the written agreement of the other Party.
12. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of the Provider.
13. This Agreement becomes valid upon signature by both Parties and shall remain valid until five (5) years from said date, provided however that the obligations (included but not limited to confidentiality and publicity undertakings) imposed on the Receiver and any rights and limitations of liabilities of the Provider under this Agreement shall remain in effect without limitation in time. Upon termination of this Agreement the Receiver is obliged to promptly return the Materials and Derivative Materials in its possession. The provisions of this Agreement shall apply retroactively to any information and Materials, which prior to the date of signature have been disclosed/provided to the Receiver and which relate to subject matter of this Agreement.
14. This Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be exclusively settled by the District Court of [Lund] as first instance.

[Alt. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be [Lund]. The language to be used in the arbitral proceedings shall be [English]. The Receiver undertakes and agrees that all arbitral proceedings conducted by reference to this arbitration clause shall be kept strictly confidential and all information disclosed in the course of such arbitral proceedings will be used solely for the purpose of these proceedings.]

This Agreement has been executed in two copies of which the Parties have taken one each.

Place: Place:

Date: Date:

[Full organisation name/Name] [Full organisation name/Name]

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[Title of signatory] [Title of signatory]