**DEFINITIONS**

# SOURCE: VIB vzw, non-profit organisation with registered office at Rijvisschestraat 120, B-9052 Zwijnaarde, Belgium and Mount Sinai Hospital (MSH), Toronto, Canada. Original holders of all tangible and intangible rights to the MATERIAL.

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

# RECIPIENT: legal entity representing the RESEARCH GROUP.

# DEPOSITOR: natural or legal person who 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 (partly containing material from MSH), PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS. The description of the MATERIAL being transferred is on Exhibit1.

# ORIGINAL MATERIAL: what 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 includes the sale, leasing, exchange, license, or other transfer of MATERIAL for profit purposes. COMMERCIAL USE also includes but is not limited to uses of MATERIAL to perform service activities for profit purposes.

**TERMS AND CONDITIONS**

# Upon instruction of the VIB, 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.

# 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.

# 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.

# Subject to the terms and conditions of this Agreement and any statutory, regulatory or other restriction imposed by law, RECIPIENT may use the MATERIAL in any lawful manner for 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 agrees to mention the PROVIDER and the SOURCE, the PROVIDER's catalogue number referring to the MATERIAL and the provenance of the MATERIAL in all publications, as recommended by the code of conduct MOSAICC and the TRUST system (1), taking into account national laws implementing the Nagoya Protocol to the Convention on Biological Diversity, and the TRIPS article 29 as to the conditions on patent applicants concerning invention disclosure.

# It is the RECIPIENT’s sole responsibility to obtain any intellectual property licenses necessary for the 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 implementing the Nagoya Protocol. 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.

(1) For more information see MOSAICC and TRUST at <http://bccm.belspo.be/projects>

# 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.

# 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.

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

# Any MATERIAL delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. The MATERIAL is to be used with caution and prudence. The SOURCE and the PROVIDER make no representations and extend 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.

# 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.

# Neither 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.

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

# 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.

# The version of the MTA applicable to any MATERIAL ordered by the RECIPIENT shall be the version in effect at the time of order placement, as it can be found on the BCCM website <http://bccm.belspo.be/>.

# Belgian laws, with exclusion of its conflict of law provisions, shall govern this Agreement. Belgian laws will pre-empt any conflicting or inconsistent provisions in this Agreement. The Brussels Courts are competent to judge any conflict arising out of this Agreement (2).

(2) For distribution outside the European Union Article 23 is not applicable and is replaced by the following provision:

23bis Any dispute or controversy in relation to, in connection with or resulting from this Agreement that cannot be solved amicably between the parties shall be subject to the jurisdiction of the appropriate national court of the party who would be the prospective defendant in legal action on the issue. The choice of law shall be that of said appropriate national court. Either party may bring proceedings for an injunction in any jurisdiction.

*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-Zwijnaarde 71*

*B - 9052 Gent*

*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
 |
| 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:

G4 ROSALUC ES CELLS

**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*