

Material Transfer Agreement (MTA)

between

Customers of the CCCryo / Recipients of CCCryo strains
(hereinafter referred to as »**Customer**«)

and

Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e. V.,
Hansastraße 27 c, 80686 München, Germany
(hereinafter referred to as »**FhG**«)

as legal entity for its

Fraunhofer Institute for Cell Therapy and Immunology (IZI) Branch Bioanalytics and Bioprocesses (IZI-BB)
CCCryo - Culture Collection of Cryophilic Algae
Am Muehlenberg 13, 14476 Potsdam-Golm, Germany
(hereinafter referred to as »**FhG/IZI-BB**«)

§1

Object of the agreement

are cultures of cell isolates from the Culture Collection of Cryophilic Algae (CCCryo) at the Fraunhofer IZI-BB (hereinafter referred to as »**cells**«).

In detail, **FhG/IZI-BB** will supply the **Customer** with **cells** for teaching or research only.

Due to the nature of the **cells FhG/IZI-BB** is not able to give any warranty or guarantee in respect of the consistency, fitness, or usability of the **cells**.

Customer knows that the **cells** are biological material and experimental in nature, and therefore the **cells** are subject to variation in quality beyond the control of **FhG/IZI-BB**.

§2

Regulations of the utilization

(1) General regulations

- The **Customer** agrees to use the cultures for teaching or research only. If the **Customer** desires to use the material for commercial purposes the **Customer** agrees to negotiate with the **FhG/IZI-BB** to establish the terms of a separate agreement.
- The **Customer** is not allowed to sell, lend, or redistribute the **cells** to any third party.
- The **Customer** does not have the right of commercial use of the **cells**.
- The **Customer** does not acquire a title on the industrial property rights of **FhG/IZI-BB** by this agreement.
- Any utilizations not mentioned below are subject to prior notification and prior written approval by **FhG/IZI-BB**.

(2) Regulations concerning the application the **cells**

- The application of the **cells** is limited to scientific purposes.
- No warranty is given by **FhG/IZI-BB** regarding the fitness of the **cells**, especially regarding possible metabolites, physiological properties, or any other character. The **Customer** assumes all liability from use, storage or disposal of the **cells** and agrees to not hold the **FhG/IZI-BB** liable for any resulting consequences.

(3) Publications

- The **Customer** agrees to mention the acronym »CCCryo« and strain number in any publication resulting from experiments with **cells** from **FhG/IZI-BB**.

(4) Regulations concerning the modification of the **cells**

- The **Customer** is entitled to the change, reproduction, combination, or other modifications of the **cells**, but has to inform **FhG/IZI-BB** of these actions and has to deposit at least 3 (three) reference samples of the **cells** per modification at the CCCryo at **FhG/IZI-BB** as a security deposit in Potsdam-Golm. These samples will be stored frozen in liquid nitrogen. **FhG/IZI-BB** will administer these 3 (three) samples per modification free of charge according to applicable law and regulations. If the **Customer** wishes to deposit more than 3 (three) samples per modification, each additional sample will be deposited on account, invoiced by **FhG/IZI-BB** to the **Customer** on fair market conditions.
- The samples become part of the CCCryo collection of **FhG/IZI-BB** not open to the public and will be administered for scientific purposes. The samples explicitly will not be available to other customers. Any commercial exploitation will be subject to a bilateral agreement between the **Customer** and **FhG/IZI-BB** concluded on a case by case basis.

§ 3

Intellectual property

In case of any inventions of the **Customer** or his employees in the framework of this agreement, the **Customer** or his employees may claim full rights of these inventions according to the »Gesetz über Arbeitnehmererfindungen (ArbNErfG)«, but shall inform **FhG** of these inventions. The **Customer** shall assign the rights of the invention to **FhG** upon request. **FhG** may file a patent application to the invention. In this case **FhG** will name the employees of the **Customer** as inventors subject to an exploitation agreement between **FhG** and the respective inventors if necessary. **FhG/IZI-BB** will bear all costs in connection with the application and the maintenance of the industrial property rights acquired according to §3, paragraph 1. **FhG** will be the only applicant and holder respectively of these patents or any other industrial property right.

If **FhG/IZI-BB** is not interested in an application for a patent in particular cases, the **Customer** is free to use the invention.

§ 4

Delivery Terms

In case of delivery of objects "CPT "Incoterms® 2010 shall apply. As far as not otherwise agreed in writing the Client shall provide a transport insurance at his own expense and reimburse Fraunhofer-Gesellschaft for the costs of transportation.

§ 5

Import and Export Control

Where fulfilment of contractual obligations of Fraunhofer-Gesellschaft requires a permit due to national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions), contractual performance will be subject to authorization by the competent authority; in case the authorization is not granted, there shall be no breach of contract or contractual obligation on Fraunhofer-Gesellschaft's part. The same applies if fulfilment of the contract should be prohibited due to the regulations cited.

Any damage compensation obligation due to delays or obstructions to performance in view of national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions) is expressly barred. The same applies to other claims (such as repayment or guarantee claims, which are due to advance payment bonds, etc.).

If the Client is entitled under the contractual provisions in any specific case to award licenses to the research and development results for use outside of Germany as well, the Client shall comply with any applicable German, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions).

§ 6

Liability

The liability of **FhG/IZI-BB**, its legal representatives and agents in the case of violation of obligations and tort shall be limited to intent and gross negligence. Any further liability for any damages arising from the execution of this agreement is excluded.

§ 7

Coming into force, written form

This agreement shall come into force on the date of signature. Amendments and supplements to this agreement must be made in writing.

§ 8

Miscellaneous

The **Customer** shall not transfer or assign any rights of this agreement to any third party.

If one or more of the provisions contained in this agreement or any documents executed in connection herewith are found by a competent court or authority to be invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided that in such case the parties oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that cause the same or similar (economic) benefit or burden.

By signing you agree to this MTA and to our General Terms and Conditions for Research and Development contracted to Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e.V. (AGB) which can be viewed and downloaded from our website.

City, Date

Your signature ()
PRINT YOUR NAME HERE, please

and STAMP

and attach this signed form to your Fax Order!