## MATERIAL TRANSFER AGREEMENT

between

Lund University

P.O. Box 117

SE-221 00 Lund

Sweden

(hereinafter referred to as the “University”)

and

[*name*]

[*address*]

(hereinafter referred to as the ”Recipient”)

1. The material covered by this agreement consists of [*material*] (the “Material”). The Recipient agrees to use the supplied Material only for the specific purpose of conducting research in accordance with the project description in Appendix 1 (the “Research Project”).

2. The Recipient undertakes not to use the Material for any other purpose than the Research Project, including but not limited to commercial activities, without the University’s prior written approval.

The Recipient will use the Material in compliance with all applicable legislation, regulations and ordinances.

The Recipient further undertakes to retain control over the Material at all times, and not to give any third party access to the Material without the University’s prior written approval.

3. Title to the Material and any property rights therein vests in the University. The Recipient shall not obtain any proprietary interest in the Material through this agreement. Except as provided in this agreement, no express or implied licences or other rights are provided to the Recipient under any proprietary rights of the University. The University reserves the right to distribute the Material to any other parties as it sees fit and to use it for any and all purposes.

4. The Material will be delivered to the Recipient after the signature of this agreement by both parties. All costs associated with the transport and delivery of the Material will be covered by the Recipient.

5. The Recipient agrees to continuously and without delay provide the University with written information on the results of the Research Project and on any intended publications (whether in the form of a paper, poster, abstract or lecture) of the results of the Research Project or any other information containing the Material.

The Recipient hereby grants to the University a non-exclusive, free-of-charge, unlimited, perpetual license to use any results of the Research Project, whether or not such results may be protected under intellectual property laws and whether or not such results are protected as a matter of such laws without prior application or registration, for non-commercial, research- and educational purposes only.

The University further agrees not to submit any publication containing such results without the prior written consent of the Recipient.

6. The University acknowledges that written information on the results of the Research Project may contain confidential information. The University agrees to maintain such written information, which is clearly marked as “confidential”, in strict confidentiality and not to disclose it to any third party without the express written consent of the Recipient, for a period of two (2) years from the date of disclosure.

 The obligation of non-disclosure does not apply to (a) information which at the time of disclosure is in the public domain, (b) information which becomes part of the public domain after disclosure by publication through no violation of this agreement, (c) information which the University possessed prior to disclosure, (d) information which is lawfully disclosed by a third party after the Recipient’s disclosure to the University, provided that such third party did not acquire such written information under an effective obligation of confidentiality to the Recipient, or (e) information that the University is required to disclose in order to comply with law or court order.

7. The University’s contribution shall be expressly noted in all written or other public disclosures of the Recipient’s research involving the Material either by acknowledgement or co-authorship, whichever is appropriate in accordance with good international standards for scientific publication.

8. In the event that the Recipient wishes to commercialise any result of the Research Project, the parties will in good faith, but without obligation for the University, negotiate a commercial license for the Material.

9. The Recipient understands and acknowledges that the Material is experimental in nature, and may have hazardous properties. The Recipient further acknowledges that the Material is provided “as is” and without any representation or warranty, express or implied, as to its accuracy or completeness, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, or any warranty that the use of Material will not infringe or violate any patent or other proprietary rights of any third party. Acceptance of the Material will constitute acceptance by the Recipient of liability for any damages or injuries resulting from its possession or use of the Material.

10. This agreement becomes effective on the date of the last signature below and will remain in force for the duration of the Research Project.

The University may terminate this agreement if the Recipient is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient has failed to remedy the same within fifteen (15) days after receiving written notice from the University.

11. Upon completion of the Research Project or earlier termination hereof, the Recipient will discontinue all use of the Material and, upon the University’s instructions, return or destroy the Material.

12. This agreement is subject to Swedish substantive law.

13. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce (“Mediation Rules”).

Where the dispute is not solved by mediation within the period of time prescribed by the Mediation Rules, the dispute shall be finally settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with its Rules for Expedited Arbitrations.

The seat of arbitration shall be Stockholm, Sweden.

The language to be used in the arbitral proceedings shall be English.

The above provisions do not prevent either party from submitting a definite and payable claim to a court or other authority of competent jurisdiction.

14. Changes and amendments to this agreement must be made in writing and signed by authorised representatives of both parties.

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This agreement has been drawn up in two (2) original copies, each party receiving one duly signed copy hereof.

Lund University [*name*]

Place: Place:

Date: Date:

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Head of Department [*title*]