

MATERIAL TRANSFER AGREEMENT

No.....

between

Palacký University in Olomouc
Křížkovského 8
771 47 Olomouc
Czech Republic (hereinafter PROVIDER)

and

(name and address, represented by the authorized official: ...registered by ...(court, competent authority...), ID of RECIPIENT Institution)
(hereinafter RECIPIENT)

The material identified hereinafter as MATERIAL is considered the proprietary property of PROVIDER which is the Palacký University in Olomouc (UP) and has not been made publicly available by PROVIDER or an authorized party. RECIPIENT desires to conduct a research related to the MATERIAL. In consideration for an access to the MATERIAL, RECIPIENT agrees to the following terms and conditions until the MATERIAL is made publicly available by PROVIDER or an authorized third party:

1. The MATERIAL must be marked or designated in writing as identified above in order to be treated in accordance with the terms of this Agreement.
2. The MATERIAL will be used for research purposes performed by appropriately qualified staff only.
3. The MATERIAL is not for use in human subjects.
4. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER bears no responsibility for any consequences of use of the MATERIAL delivered.
5. The MATERIAL will not be further distributed to others without the written permission of PROVIDER. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER.
6. The RECIPIENT shall use the same degree of care to prevent unauthorized disclosure of the MATERIAL that uses to protect its own material of like character.
7. As the selected MATERIAL was not previously published, it may be patented in the name of PROVIDER which is UP in Olomouc. The applications and use of

MATERIAL may be filed by RECIPIENT, or jointly by RECIPIENT and PROVIDER in case they both participated on the research work.

8. Any oral or written disclosure, publication or communication concerning MATERIAL requires a written agreement of PROVIDER. In the event a patent application is filed according to point 7 above, the publication of related results shall be delayed until this application is extended in other countries during the priority period.
9. No product embodying the MATERIAL shall be commercialized without a license from the PROVIDER.
10. It is understood that no right to a license is given or implied by this Agreement.
11. RECIPIENT shall keep and safeguard confidential information received from PROVIDER as secret and confidential. RECIPIENT shall refrain from disclosing all or part of the confidential information to any third parties and shall not use it for the purposes of research other than the intended use, manufacture, sale or licence of MATERIAL anywhere in the world.
12. RECIPIENT shall not make, sell or pass-on any part of MATERIAL to any third party. MATERIAL can only be available to employees and students working under Recipient Scientist's immediate control and supervision. RECIPIENT shall obligate such persons to abide with the aforementioned terms and conditions of use of the MATERIAL.
13. RECIPIENT shall inform PROVIDER about the results of research related to the MATERIAL supplied.
14. In the event of any difference or dispute arising between the parties hereto concerning this Agreement, the parties shall first consult together in good faith and attempt to settle the matter amicably. All the disputes between the parties arising out of the circumstances and relationships contemplated by this Agreement including disputes relating to the validity, construction or interpretation of this Agreement and including disputes relating to pre-contractual representations, shall first be referred to the Authorized Officer of RECIPIENT and the Authorized Officer of PROVIDER for resolution. In the event that such dispute is not resolved by the Authorized Officers within thirty (30) days of the date of such referral then the matter in question shall be referred for a final decision to arbitration as follows:

This Agreement shall be governed by and construed in accordance with the laws of defendant. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement, or the breach thereof, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce in Paris. The arbitration shall be held in, in case that RECIPIENT is the defendant and in Prague, Czech Republic, in case PROVIDER is the defendant. The award rendered by arbitrators shall be final and binding upon both parties.

- the arbitration shall be in accordance with the Rules of the Arbitration Court of the International Chamber of Commerce in Paris ("the Rules");

- the number of arbitrators shall be three, appointed in accordance with the Rules;
- the award of the arbitrators shall be final and binding on the parties and the parties undertake to abide by and execute the award without delay;

The present article shall remain in effect regardless of the expiration or termination of the present Agreement.

15. The Agreement becomes effective on the date of its signing by both PROVIDER and RECIPIENT.

16. Provided MATERIAL (compound formula, Mr, ...) is specified in ANEX 1.

17. Any party to this agreement is entitled to withdraw from this agreement in the event of the second party's breach of any of the above mentioned terms and conditions. The withdrawal shall terminate this agreement ex tunc (retroactively).

The PROVIDER, RECIPIENT and Recipient Scientist must sign two copies of this letter and return both to the PROVIDER. The PROVIDER will then send the MATERIAL and return on fully executed copy of this letter.

PROVIDER information and authorized signature:

Provider Scientist:

Provider Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date:

RECIPIENT information and authorized signature:

Recipient Scientist:

Recipient Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date:

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Material.

_____(Recipient Scientist)_____(Date)

Requested Compounds

Requested by: (name and full address)

Requested compounds: