

ALGAE ORDER FORM Material Transfer Agreement

Fax # +49 551 30 724 155; email: algae@sciencebridge.de

*Fields are required

Company Name*: VAT-number*:

Purchase Order:
(your internal #)

Contact Name*:

Function*:

Delivery Address*:

Invoicing Address*:

email*:

Phone*:

I hereby order from SAG the following algae culture(s) at the price of 165,00 € per algae culture strain plus additional shipping costs.

Please select the kind of shipment*:

shipment by Provider by regular postal service

shipment by courier service on costs of Recipient

(no tracking, no express shipment
Germany 12,90 €, EU 15,00 €, worldwide 25,00€)

name and customer# of courier service:

e.g. FEDEX, DHL, TNT

Quantity*	SAG number	Strain name
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks:

Purpose of Use:

Algae will be delivered according to the General Terms and Conditions (GTC) of SAG received together with this Algae Order Form. RECIPIENT declares his acceptance of these General Terms and Conditions. The GTC exclude any diverging or additional terms of the RECIPIENT.

* I have read and accept the GTC of SAG and agree with them.

I am aware that by accepting GTC become part of my order and this agreement.

Date*:

Name*:

ALGAE MATERIAL TRANSFER – GENERAL TERMS AND CONDITIONS

Provider: Georg-August-Universität Göttingen/
Georg-August-Universität Göttingen Stiftung öffentlichen Rechts
(Stiftungsuniversität Göttingen)
Abteilung Experimentelle Phykologie und
Sammlung von Algenkulturen (SAG)
Nikolausberger Weg 18
37073 Göttingen, Germany

Sammlung von Algenkulturen / Culture Collection of Algae of the University of Göttingen (SAG) will transfer algae culture strains under the General Terms and Conditions specified below. The RECIPIENT accepts these General Terms and Conditions by placing an order with the SAG. These General Terms and Conditions exclude any diverging or additional terms of the RECIPIENT.

MBM ScienceBridge GmbH (Hans-Adolf-Krebs-Weg 1, 37077 Göttingen, Germany) (hereinafter called "MBM") is the technology transfer organization of the University of Göttingen and is in charge of this algae transfer order. All correspondence between RECIPIENT and SAG needs to be processed via MBM at the above mentioned address. Receipt at MBM is term-keeping.

§ 1 Subject Matter

Subject is the transfer of algae culture strains, specified in the attached order form, hereinafter called MATERIAL, developed and stored by the SAG (PROVIDER), to RECIPIENT. The MATERIAL includes the original material, any progeny, any unmodified derivatives (e.g. unmodified subunits or products containing significant amounts of the MATERIAL) and its analogues.

§ 2 Purpose of Transfer/RESEARCH

PROVIDER agrees to provide RECIPIENT with MATERIAL for the purpose of conducting certain RESEARCH in the laboratory of RECIPIENT, specified in the Algae Order Form under the field "Purpose of Use".

Use of MATERIAL within the RESEARCH is provided for a duration of thirty six (36) months effective from the delivery of MATERIAL.

§ 3 Transfer of MATERIAL

MATERIAL will be provided on request of RECIPIENT and specification of the respective algae culture strains in consultation with PROVIDER. PROVIDER agrees to deliver MATERIAL to RECIPIENT for use in the RESEARCH under the provision that certain algae culture strains may not be available in each individual case. PROVIDER does not assume any warranty that all algae culture strains requested will be available at the time of ordering of MATERIAL.

§ 4 Terms and Method of Payment

For each single supply of MATERIAL, an invoice will be issued on the amount specified in the Order Form.

Payments will be effected by RECIPIENT immediately on receipt of invoice and without deduction to the hands of the transfer technology agency of the University of Göttingen:

MBM ScienceBridge GmbH
Hans-Adolf-Krebs-Weg 1
37077 Göttingen
Name of Bank: Sparkasse Göttingen
SWIFT-/BIC-Code: NOLADE 21 GOE
IBAN-Number: DE65 2605 0001 0019 0082 91
Account no.: 19008291

Each payment should reference the invoice number specified in the invoice.

§ 5 Delivery of MATERIAL

After receipt of the Order Form, PROVIDER will send the MATERIAL to RECIPIENT in a suitable form. Costs of transport and shipment will be carried by RECIPIENT. If applicable, additional costs including but not limited to taxes, importation and custom fees will be carried by RECIPIENT.

§ 6 Quality of MATERIAL

The MATERIAL is provided in a cultivable form, though without a declaration of the exact cell number. If a delivered algae culture is demonstrably not cultivable by RECIPIENT, PROVIDER will supply one singular supplement under the provision that the previously delivered MATERIAL is returned to PROVIDER.

§ 7 Obligations of RECIPIENT

The RECIPIENT will comply with all laws, rules, regulations and guidelines regarding the MATERIAL and its handling, including, without limitation, all current governmental regulatory requirements concerning "Good Laboratory Practice".

§ 8 Scope and Limitations of Use

Unless expressly permitted by PROVIDER, RECIPIENT will not chemically or biologically or by any other ways modify the MATERIAL.

This MATERIAL will NOT BE USED IN HUMAN SUBJECTS, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of PROVIDER.

RECIPIENT is not permitted to give away to third parties any MATERIAL supplied by the PROVIDER and has to refer any request for the MATERIAL to PROVIDER.

RECIPIENT must use the MATERIAL only for the purpose described in the Order Form and will properly dispose of or return to PROVIDER, at PROVIDER'S election, all unused supplies of MATERIAL if the RESEARCH is discontinued, completed or at PROVIDER'S written request.

PROVIDER grants RECIPIENT the right to request a non-exclusive license of the MATERIAL under market conditions. This only applies to MATERIAL whose licensing is not restricted by provisions of the Nagoya Convention. The RECIPIENT is not authorized to grant sublicenses.

The option is granted by PROVIDER only under the condition that at the time of exercising the option PROVIDER has no outstanding claims against RECIPIENT and on occasion of licensing PROVIDER is not subject to third-party claims.

The option must be exercised in writing to MBM ScienceBridge GmbH.

The option can be exercised at the earliest after receipt of the MATERIAL. The option granted shall terminate fifteen (15) months after receipt of the MATERIAL.

Payments according to § 4 paid before exercising the option will not be credited on a future license agreement on the MATERIAL.

§ 9 Warranties and Indemnification

RECIPIENT understands that the MATERIAL is supplied "as is" and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied.

PROVIDER may not be held liable for any damages or reimbursement of expenses RECIPIENT may claim in pursuance of or in connection with these General Terms and Conditions and/or the Algae Order Form. This does not apply in the case of mandatory liability according to applicable laws, such as but not limited to the German Product Liability Act ("Produkthaftungsgesetz"). Further, this does not apply to damages from injury to life, body or health due to a negligent breach of duty by PROVIDER or intentional or negligent breach of duty by a legal representative of PROVIDER or a person acting on behalf of PROVIDER. Further, this does not apply to other damages arising from a grossly negligent breach of duty by PROVIDER or from an intentional or grossly negligent breach of duty by a legal representative of PROVIDER or a person acting on behalf of PROVIDER. Concerning

liability for a breach of material contractual obligations (which are essential for a proper implementation of the contract and in which the contracting party regularly may trust, so called "Kardinalpflichten") statutory provisions shall apply. Liability for a breach of material contractual obligations shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence.

RECIPIENT acknowledges that the MATERIAL is experimental in nature, and may have unknown hazardous characteristics, that they are aware of the risks of working with experimental MATERIAL and that they will strictly adhere to proper laboratory procedures for handling MATERIAL with unknown hazards.

There are no expressed or implied warranties that the use of the MATERIAL will not infringe any patent, copyright, trademark, or other intellectual property rights.

§ 10 Grant of Rights

PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in modifications, and of its derivatives and analogues.

No right or license under any patent application, patent or other proprietary right or any other right is granted by implication or otherwise by providing MATERIAL to RECIPIENT.

RECIPIENT agrees to acknowledge PROVIDER as the source of the MATERIAL in any publications.

§ 11 Inventions / Intellectual Property Rights

RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application of PROVIDER. RECIPIENT agrees to report promptly any invention which concerns to the provided MATERIAL developed through the RESEARCH to the PROVIDER thirty (30) days prior to submission for publication or in case of lack of intent of publication thirty (30) days prior to a patent application for PROVIDER'S review. In case PROVIDER wants to submit a patent application, RECIPIENT agrees to delay the corresponding publications ninety (90) days.

Ownership of all inventions shall follow inventorship as determined under German law. In the event any invention governed by this agreement is co-owned by PROVIDER and RECIPIENT, all rights and obligations of each co-owner shall be governed by German law.

In case of any co-invention, PROVIDER and RECIPIENT shall conclude in good faith a separate agreement concerning the use, patenting and commercialization of those inventions. RECIPIENT shall grant to PROVIDER and its affiliated institutes in case of any co-invention in each case an irrevocable non-exclusive license to use, improve, apply technologically or modify the invention for scientific research purposes. In addition, RECIPIENT shall grant to the licensees of PROVIDER an irrevocable non-exclusive royalty-bearing license to use, improve, apply technologically or modify the invention for commercial purposes if such license is necessary for the licensees of PROVIDER to exercise their rights granted by PROVIDER.

§ 12 Applicable Law, Court

These Terms and Conditions shall be construed and interpreted in accordance with the laws of Germany (specifically excluding the United Nations Convention on the International Sale of Goods), without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

All disputes between PROVIDER and RECIPIENT in connection with or arising out of this algae transfer (or any of these Terms and Conditions), which PROVIDER and RECIPIENT are unable to resolve between themselves, shall be submitted exclusively to the jurisdiction of the Göttingen (Germany) court.

§ 13 Miscellaneous

These Terms and Conditions may not be changed, modified or supplemented except by an instrument in writing signed by duly authorized officer of both PROVIDER and RECIPIENT. This also applies for a change of the provision that changes need to be made in writing.