



Cyano Biotech GmbH
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MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (this "Agreement") is made and entered into as of the, between

Cyano Biotech GmbH, located at Magnusstr. 11, D-12489 Berlin, Germany ("CYANO BIOTECH")

AND

.....
.....("RECIPIENT")

Purpose:

RECIPIENT wishes to purchase bioreagents from CYANO BIOTECH. In connection with this purchase CYANO BIOTECH and RECIPIENT agree as follows:

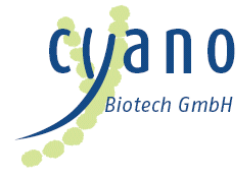
1. The MATERIAL is the property of CYANO BIOTECH and CYANO BIOTECH retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in modifications.
2. The MATERIAL is to be used by RECIPIENT solely for research purposes at RECIPIENT's institution. RECIPIENT will not use the MATERIAL for the manufacture, sale or license of the MATERIAL or any preparation or derivative containing the Material anywhere in the world, unless the parties enter into an agreement authorizing this. It is understood by RECIPIENT that CYANO BIOTECH shall have no obligation to enter in such agreement.



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3. The MATERIAL will not be used in preclinical and clinical trials involving human subjects without the written permission of CYANO BIOTECH.
4. The RECIPIENT's scientist agrees not to transfer the MATERIAL to anyone who does not work under his or her direct supervision at RECIPIENT's institution without the prior written consent of CYANO BIOTECH.
5. No rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of CYANO BIOTECH. In particular, no rights are provided to use the MATERIAL or modifications and any related patents of CYANO BIOTECH for profit making or commercial purposes, such as sale of the MATERIAL or modifications, use in manufacturing, provision of a service to a third party in exchange for consideration, or use in research or consulting for a for profit entity under which that entity obtains rights to research results.
6. If RECIPIENT desires to use the MATERIAL or modifications for such profit-making or commercial purposes, RECIPIENT agrees, in advance of such use, to negotiate in good faith with CYANO BIOTECH to establish the terms of a commercial license. It is understood by RECIPIENT that CYANO BIOTECH shall have no obligation to grant such a license to RECIPIENT.
7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. CYANO BIOTECH MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. CYANO BIOTECH will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except when caused by the gross negligence or willful misconduct of CYANO BIOTECH.



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9. The Research using the MATERIAL shall last no longer than 1 year, unless the agreement is formally extended. It is the responsibility of the RECIPIENT to seek such a prolongation. In the event RECIPIENT is not using and does not intend to use the MATERIAL or as soon as the Research will be concluded or this agreement will expire or be terminated for what reason ever, the RECIPIENT is obliged to return to CYANO BIOTECH, if possible, or to destroy with required care, all MATERIAL.

Cyano Biotech GmbH		
Dan Kramer		
Managing director		
date	date	date
signature	signature	signature