ROBERT KOCH INSTITUT

Ref. no.: 2.11.02/0009#0065

Material Transfer Agreement

between

Provider: The Federal Republic of Germany, represented by the German Federal Ministry of Health, represented by the **Robert Koch Institute ("RKI"),** represented by its President

and

Recipient: Freie Universität Berlin / Institut für Chemie und Biochemie, represented by its President

Recipient Investigator: Dr. Katharina Achazi

Provider agrees to provide Recipient, as the institution employing or otherwise associated with the Recipient Investigator identified above with the following research material(s) („Material"):

Material:

Nr. 14/23 E. coli (NDM-1)

Nr. 161/19 E. coli (NDM-1)

Nr. 129/21 Klebsiella pneumoniae (NDM-1)

Nr. 20/20 K. pneumoniae (NDM-5)

Nr. 14/22 S. marcescens (AmpC)

Recipient will use this Material exclusively for the following scientific purpose(s) and under the following conditions:

Research purposes

1. The Material will be used exclusively for nonclinical, non-commercial research by Recipient and will not be used in humans. Use of Material will be in accordance with all applicable laws, regulations and guidelines, including but not limited to, laws of import, safety and environment. Any biohazardous material (including, but not limited to viruses or virus-infected cells) is to be handled using proper biocontainment facilities and procedures.

2. Recipient must limit the access to the Material to the Recipient Investigator as well as employees working under the responsibility of and on the instructions of Recipient Investigator. Recipient guarantees that the Recipient Investigator has the necessary qualifications as well as any permits, licenses or certificates required by law to use the Material. If the Material is a pathogen and is to be transferred to a recipient in Germany, the Material can only be transferred once Recipient has made a copy of the handling permit according to § 44 of the German Infection Protection Act (Infektionsschutzgesetz, IfSG) available to Provider.

3. Recipient must assure that Recipient Investigator follows the provisions of this Agreement. Recipient is liable for any breach of this provisions by its employees or otherwise affiliated personnel.

4. Provider grants Recipient a limited non-exclusive license to use the Material under the terms of this Agreement and solely for the purpose stated above. Provider retains ownership of the Material, including the (partial) ownership of any Material contained or incorporated in any material, substance, information or process, developed and/or otherwise resulting from the use of the Material (herein referred to as "Derivate") by Recipient.

5. The Recipient acknowledges that the Material is or may be the subject of a patent application. No proprietary rights or licenses or other rights are granted by this Agreement.

6. Recipient will not transfer, distribute or release the Material to any third party without prior written consent by Provider. Recipient will not use the Material for or in connection with research that is subject to consulting or licensing obligations with a third party without prior written consent by Provider.

7. The Material provided is experimental in nature. It is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. Provider makes no representation that the use of the Material will not infringe any patent, copyright, trademark or other proprietary rights.

8. Recipient will acknowledge Provider as the source of the Material in any publication that contains experimental results obtained from the use of the Material. Recipient will notify Provider of said publication indicating the respective reference.

9. Recipient will not commercialize any product that contains Material without the prior written approval of Provider. Recipient is free to file patent application(s) claiming inventions made by Recipient through use of the Material but agrees to notify Provider within sixty (60) days of any such filing. Recipient agrees also to provide a copy of such application under appropriate terms of confidentiality to Provider if requested.

10. Provider, its legal representatives, staff members, employees and vicarious agents are only liable to Recipient for intent or gross negligence. Providers liability pursuant to otherwise inalienable law remains unaffected. Notwithstanding Sentence 1, Recipient assumes all liability for damages or injury resulting from its use, storage or disposal of the Material. Recipient will indemnify and hold Provider, its legal representatives, staff members, employees and vicarious agents harmless from any loss, claim, damage, expense or any other liability (including attorney's fees) by a third party, which may arise from or in connection

with this Agreement or the use, handling or storage of the Material, except to the extent that such liabilities arise due to intent or gross negligence of Provider or otherwise prohibited by law.

11. This Agreement enters into force on the Date indicated on the signing page. Recipient and Provider each have the right to terminate this Agreement at any time by giving one (1) month's notice to the other. Either may terminate this Agreement with immediate effect for grave cause by giving notice to the other. Grave cause is i.a. given when Recipient is in breach of any provision of this Agreement, in case of imminent health risk or pursuant to a respective legal requirement, directive by a state authority or court order.

12. Upon request by Provider, Recipient will promptly return the Material provided to Recipient under this Agreement to the Provider. Upon termination of this Agreement or completion of the scientific purpose(s) specified above Recipient will immediately cease using the Material and will, in consultation with Provider and at Provider's discretion promptly return the Material to Provider or destroy the remaining Material at Recipient's cost and expense. If applicable, the same applies to Derivates.

13. Amendments and additions to this Agreement require a written agreement of Recipient and Provider, i.e. a document signed by a duly authorized representative of each, Provider and Recipient. The provision in Sentence 1 can also only be amended by a written agreement.

14. Should provision of this Agreement be invalid or otherwise unenforceable, the validity of the remaining provisions will not be affected. Instead of the invalid provision, a provision will be applicable that comes closest to what Provider and Recipient would have wanted or would have intended if they had been aware of the invalidity of the provision and that is in accordance with the applicable law.

15. For the sake of clarification, the future auxiliary verb "will" in this Agreement is to be understood as being legally binding, i.e. imposing an obligation on the respective Party.

16. This Agreement is governed by and construed under the law of the Federal Republic of Germany.

17. Place of performance and place of jurisdiction for all disputes arising from or in connection with this Agreement is Berlin, Federal Republic of Germany.

Provider	**Recipient**	**Recipient Investigator**
Robert Koch-Institut Nordufer 20 D-13353 Berlin	Freie Universität Berlin / Institut für Chemie und Biochemie Altsteinstraße 23 a D-14195 Berlin	Dr. Katharina Achazi katharina.achazi@fu-berlin.de
Authorized Signature	Authorized Signature	Read and acknowledged
Berlin, 27.09.2023	Berlin, 16. Oktober 2023	Berlin, 9. Oktober 2023
p.p. i.A. Christian Radatz Grundsatz und Recht Robert Koch-Institut Nordufer 20 13353 Berlin ..... (Signature)	..... (Signature)	..... (Signature)
Christian Radatz Legal and Fundamental Affairs	Daniel Klinger Professor Pharmacy (Name and Title)	
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