



Material Transfer Agreement

The Robert Koch-Institute („RKI“) agrees to provide the Recipient Investigator and their institution identified below (collectively referred to herein as „Recipient“) with the following research materials („Materials“):

Research Materials:

HMPV isolates: HMPV A2c (20/2923), HMPV B1 (20/3220)

Recipient intends to use these Materials for the following scientific purpose(s) and under the following conditions:

Cell culture experiments including virus propagation, studying virus inhibition and analysing genomic structure of RSV surface proteins.

The Materials are provided to Recipient under the following terms:

1. The Materials will be used exclusively for nonclinical, non-commercial research by Recipient and will not be used in humans. Use will be in compliance with all governmental laws, regulations and guidelines. Any biohazardous materials (including, but not limited to viruses or virus-infected cells) are to be handled using proper biocontainment facilities and procedures.
2. The Recipient acknowledges that the Materials are or may be the subject of a patent application. No proprietary rights or licenses or other rights are granted by this agreement.
3. The Materials will not be transferred, distributed or released to any third party unless prior written consent is obtained from RKI. The Materials shall not be used in research that is subject to consulting or licensing obligations to another party without prior written consent by RKI.
4. The Materials provided are experimental in nature. They are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. RKI makes no representation that the use of the Materials will not infringe any patent, copyright, trademark or other proprietary right.

5. Recipient agrees to provide RKI with a copy of any publication that contains experimental results obtained from the use of the Materials, and will acknowledge RKI as the source of the Materials in publications.
6. Recipient shall not commercialize any product that contains Materials without the prior written approval of RKI. Recipient is free to file patent application(s) claiming inventions made by Recipient through use of the Materials but agrees to notify RKI within sixty (60) days of any such filing. Recipient agrees also to provide a copy of such application under appropriate terms of confidentiality to RKI if requested.
7. Except to the extent prohibited by law, Recipient assumes all liability for damages or injury resulting from its use, storage or disposal of the Materials. Recipient agrees hereby to hold harmless RKI, its staff members, employees and agents from any loss, claim, damage, expense or liability, of whatsoever kind of nature (including attorney's fees), which may arise from or in connection with this Agreement or the use, handling or storage of the Materials.
8. Upon the request of RKI, Recipient shall promptly return to RKI the Materials furnished to Recipient under this agreement.
9. No agreements amending, altering or supplementing the terms hereof may be made except by means of written document signed by a duly authorized representative of each party.
10. If any provision of this agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this agreement.
11. Place of performance and venue for all legal quarrels related to this agreement is Berlin, Federal Republic of Germany.
12. This agreement shall be governed by and construed in accordance with the law of the Federal Republic of Germany.

Provider

Robert Koch-Institut
Nordufer 20
D-13353 Berlin

Authorized Signature

Berlin,

17.01.2023

Christian Radatz
Grundsatz und Recht
Robert Koch-Institut
Nordufer 20
13353 Berlin.....

(Signature)

Legal and Fundamental Affairs

i.A. Christian Radatz

(Name and Title)

Ref. no.: 2.11.02/0009#0003

Recipient

Institut für Chemie und
Biochemie, SupraFAB
Altensteinstr. 23a
14195 Berlin

Authorized Signature

Berlin,

25.01.2023

Rainer Haag

(Signature)

Prof. Rainer Haag

(Name and Title)

Ref. no.:

Recipient Investigator

Dr. Katharina Achazi
kachazi@zedat.fu-berlin.de

Read and acknowledged

Berlin,

25.01.2023

Katharina Achazi

(Signature)

Dr. Katharina Achazi

(Name and Title)

Freie Universität  Berlin

FB Biologie, Chemie, Pharmazie
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