

## **General Terms and Conditions for the Exchange of Materials– Material issued to the BfR (Material Transfer-Terms and Conditions – Part B)**

Insofar as the Federal Institute for Risk Assessment (recipient) receives materials from another Party (provider), the following General Terms and Conditions shall govern the legal relationship upon which the exchange of material is based, unless specifically agreed otherwise in writing. The provider's General Terms and Conditions shall only be valid if the recipient has explicitly agreed to them and they are not contrary to the provisions contained in the following. The provisions in particular with regard to ownership and usage rights are in the interest of the fulfilment of the tasks of the Federal Institute for Risk Assessment (BfR) within the framework of consumer health protection.

1. Definitions:

The term "material" defines biological and chemical substances as well as reference materials, which typically, or within the scope of the respective exchange, are to be sampled or used in scientific experiments or studies. The term encompasses the original material as well as any Progeny or derivatives.

**"Progeny"** refers to all biological materials, which are obtained by the recipient via the reproduction of the original material and which are identical to the original material.

**"Derivatives"** refers to biological material, which is an unaltered functional sub-unit or a product of the original material or its progeny (for example DNA and DNA-sequences of the original material or its progeny).

**"Third Parties"** are all legal or natural persons with the exception of the contract parties.
2. Unless specifically agreed otherwise in writing, the ownership of the material passes to the recipient at the point of transfer. This also includes the right of the recipient to decide with regard to the further use of the material, including any unused material.
3. The provider shall give the recipient details of a contact person and responsible, Principle Investigator.
4. The recipient may not use the material commercially. The provider must inform the recipient with regard to all qualities and risks pertaining to the material that are known to him, as well as unsuitable applications. This shall not apply if the recipient is already aware of the qualities, risks and/or non-suitable applications
5. The provider guarantees that the material is free from third party rights, including property rights.
6. Should results that were obtained through the use of the material be published, the recipient will indicate in the publication that the material was made available by the provider. Publications shall not require the provider's consent.
7. If when using the material, results (discoveries) are obtained that are eligible for protection under copyright law, the recipient shall inform the provider of this in writing. The invention can be filed by both parties as equal applicants at the Patent Office in the form of an application for property rights. The parties shall agree by mutual consent with regard to the details of the registration and commercial exploitation.
8. A fee for the release of the original material shall only be charged if this has expressly been agreed prior to said release.

9. LIABILITY ON THE PART OF THE RECIPIENT WITH REGARD TO DAMAGES IN CONNECTION WITH THE MATERIAL IS EXCLUDED, SUBJECT TO THE PROVISIONS HEREINAFTER. LIABILITY FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE OR DELIBERATE BREACH OF DUTY ON THE PART OF THE RECIPIENT AND/OR ITS CORPORATE BODIES AND VICARIOUS AGENTS, AS WELL AS FOR DAMAGES ARISING FROM INJURY TO LIFE, BODY OR HEALTH RESULTING FROM A DELIBERATE OR NEGLIGENT BREACH OF DUTY ON THE PART OF THE RECIPIENT, ITS CORPORATE BODIES AND VICARIOUS AGENTS REMAIN UNAFFECTED..
10. Until the point of receipt of the original material by the recipient, responsibility for the associated protective measures including orderly packaging and shipment shall reside with the provider.
11. German Law shall be exclusively applicable. Exclusive place of jurisdiction for all disputes arising from or in connection with this legal relationship shall be Berlin, Germany.