UNIVERSITÉ DE GENÈVE
FACULTÉ DE MÉDECINE

Materials Transfer Agreement

This Agreement, between the **Geneva Antibody Facility**, an academic institution located at 1 rue Michel Servet, CH-1211 Geneva, Switzerland, hereinafter referred to as "PROVIDER", and _____ _____ (*name and address*), hereinafter referred to as "RECIPIENT", governs an arrangement whereby the PROVIDER makes available to RECIPIENT the following MATERIAL: **sequences encoding the antibodies** _____ (*ABCD numbers*).

The RECIPIENT agrees to use the MATERIAL only in scientific research as follows:

1. It is agreed that the MATERIAL (a) will be used for teaching or not-for-profit research purposes only by the undersigned and those under his or her direct supervision (b) will not be used in human subjects, (c) will not be used for any direct or indirect commercial applications.

2. It is agreed that the MATERIAL will not be transferred to any third party without prior written agreement from PROVIDER.

3. The RECIPIENT agrees to use the MATERIAL in a safe manner, in compliance with all applicable laws and regulations.

4. PROVIDER is not responsible in any way for use or misuse of the MATERIAL provided. The MATERIAL herein provided is experimental in nature, and it is provided without any warranties, express or implied, including without limitation warranties of merchantability and fitness for a particular use. PROVIDER makes no representation and provides no warrant that the use of MATERIAL will not infringe any patent or other proprietary right.

5. Except to the extent prohibited by law, the RECIPIENT assumes all direct liability for damages which may arise from its receipt, use, storage or disposal of the Material. The PROVIDER will not be liable to the RECIPIENT for any use made of the Material, including any loss, claim or demand made by the RECIPIENT or made against the RECIPIENT by a third party, due to or arising from the use, storage or disposal of the Material by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER. Nothing in this Agreement limits or excludes either party's liability for any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

6. The MATERIAL is provided at no cost.

AGREED AND ACCEPTED:

_____
(Institution name)

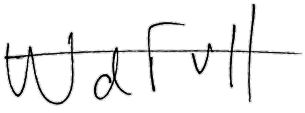
Recipient scientist

_____

Signature: _____

Geneva Antibody Facility

Provider scientist

Wanessa du Fresne von Hohenesche

Signature: