Material Transfer Agreement

Amended by Intellectual Property and Technology Transfer of Academia Sinica No.1141702057 on November 14, 2025

Docket Number:_____

Whereas Academia Sinica ("**PROVIDER**") agrees to transfer the ORIGINAL MATERIAL (with material names detailed in Article 2 of this Agreement) developed by_____ ("**PROVIDER SCIENTIST**") to _____("**RECIPIENT**"), and to be received and used by _____(**"RECIPIENT SCIENTIST**") on behalf of RECIPIENT, this Agreement is hereby entered into for both parties to abide by, under the following terms and conditions:

1. Definitions:

1.1 PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in IDENTIFYING INFORMATION AND APPROVAL SIGNATURES page.

1.2 PROVIDER SCIENTIST: The name and address of this party will be specified in IDENTIFYING INFORMATION AND APPROVAL SIGNATURES page.

1.3 RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in IDENTIFYING INFORMATION AND APPROVAL SIGNATURES page.

1.4 RECIPIENT SCIENTIST: The name and address of this party will be specified in IDENTIFYING INFORMATION AND APPROVAL SIGNATURES page.

1.5 ORIGINAL MATERIAL: The description of the material being transferred will be specified in Article 2 of this Agreement.

1.6 MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, and (b) excluding the aforementioned PROGENY, UNMODIFIED DERIVATIVES and MODIFICATIONS, other substances created by the RECIPIENT through the use of the MATERIAL.

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1.7 PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

1.8 UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT through utilizing ORIGINAL MATERIAL which constitute an unmodified functional subunit, or products expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

1.9 MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

1.10 COMMERCIAL PURPOSES: The acts of using the MATERIAL or MODIFICATIONS for commercial purposes, including but not limited to sale, lease, licensing, or transfer for consideration. Some examples include: uses of the MATERIAL or MODIFICATIONS by the RECIPIENT to perform sponsored research project, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. Except under the circumstances described above, the use of the MATERIAL or MODIFICATIONS in academic research projects funded by a for-profit organization, provided that such use is not intended to develop specific research results for that organization, shall not be considered COMMERCIAL PURPOSES under this provision.

1.11 NONPROFIT ORGANIZATION(S): A university or other institution of higher education, or non-profit legal entities as recognized under domestic tax law and government agencies.

2. Category and Name of the ORIGINAL MATERIAL

- ☐ Non-biological material; name: _____(PROVIDER Docket No. _____)
- ☐ Biomaterial; name: _____(PROVIDER Docket No. _____)

  The Biomaterial written above is
  - ☐ Biomaterial for human research
  - ☐ Infectious biological materials

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□ Biomaterial collected from animals

3.Restrictions on the Use of the MATERIAL

3.1 □ The MATERIAL will be used solely for educational and academic research purposes.

3.2 RECIPIENT and RECIPIENT SCIENTIST shall not use the MATERIAL on human subjects (include clinical trials, or for diagnostic purposes) without the prior written consent of the PROVIDER.

3.3 To use the MATERIAL only in the RECIPIENT SCIENTIST's laboratory at the RECIPIENT organization and only by RECIPIENT SCIENTIST or others working under his/her direction and supervision. RECIPIENT and RECIPIENT SCIENTIST shall not provide the MATERIAL to any third party other than those specified above, including but not limited to other personnel or laboratories within RECIPIENT, without the prior written consent of the PROVIDER.

3.4 If any third party who is not working under the direction and supervision of RECIPIENT SCIENTIST requires access to the MATERIAL, RECIPIENT and RECIPIENT SCIENTIST shall inform PROVIDER, and PROVIDER shall have the sole discretion to decide whether to provide the MATERIAL.

4. Ownership and Use of Rights

4.1 PROVIDER SCIENTIST shall retain the right to publicly publish the MATERIAL after the execution of this Agreement. If RECIPIENT or RECIPIENT SCIENTIST publishes any work or delivers any presentation based on research results derived from the MATERIAL or MODIFICATIONS, RECIPIENT or RECIPIENT SCIENTIST shall acknowledge PROVIDER as the source of the MATERIAL in the acknowledgments section or another appropriate part of the publication or presentation. If PROVIDER SCIENTIST has not yet publicly published any work or presentation related to the MATERIAL, RECIPIENT and RECIPIENT SCIENTIST shall notify PROVIDER and PROVIDER SCIENTIST at least sixty (60) days prior to the intended date of such publication or presentation by providing relevant information. Without the prior written consent of the PROVIDER, RECIPIENT or RECIPIENT SCIENTIST shall not publicly published any work or presentation related to

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the MATERIAL, nonetheless, PROVIDER shall not unreasonably withhold consent for such publication or presentation.

4.2 PROVIDER shall retain ownership and all related rights to the MATERIAL, as well as to any portion of the MATERIAL contained within the MODIFICATIONS. RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as otherwise provided in this Agreement or as otherwise agreed in writing by both parties, no express or implied licenses or other rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER's invention (including any altered forms of the MATERIAL made by the PROVIDER).

4.3 The ownership belongs to RECIPIENT under this Agreement:

□ RECIPIENT has no ownership in the Agreement.

□ RECIPIENT retains ownership of the following research result, provided that where any research results from the joint efforts of PROVIDER and RECIPIENT, ownership shall be negotiated by both parties in writing.

(a) MODIFICATIONS (other than the ownership retained by the PROVIDER pursuant to Article 4.2); and

(b) Any substance created by RECIPIENT or the RECIPIENT SCIENTIST through the use of the MATERIAL or MODIFICATIONS but which is not a PROGENY, and UNMODIFIED DERIVATIVES or the MATERIAL incorporated in the MODIFICATIONS.

4.4 Prior to the execution of a licensing agreement, RECIPIENT and RECIPIENT SCIENTIST shall not engage in any COMMERCIAL PURPOSES of the MATERIAL, MODIFICATIONS, or any other patents owned by PROVIDER that are related to the MATERIAL or MODIFICATIONS. RECIPIENT fully understands that PROVIDER is under no obligation to grant a license to RECIPIENT, and PROVIDER may, without violating any existing rights of third parties or obligations under applicable law, transfer all or part of the rights related to the MATERIAL to third parties through exclusive or non-exclusive licenses, sales, or assignments.

4.5 Without affecting PROVIDER's rights, RECIPIENT may transfer the MODIFICATIONS developed by RECIPIENT through using the MATERIAL

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to the NONPROFIT ORGANIZATION(S), provided that the use of such materials is limited to research and educational purposes. RECIPIENT shall ensure that the rights and obligations of the NONPROFIT ORGANIZATION(S) do not violate the terms of this Agreement, and PROVIDER may require RECIPIENT to have the NONPROFIT ORGANIZATION(S) sign an agreement that is identical in content to this Agreement.

4.6 RECIPIENT may file patent applications for any research result derived from the use of the MATERIAL. However, when RECIPIENT plans to file a patent application for any MODIFICATIONS or methods of manufacturing or using the MATERIAL, RECIPIENT shall provide prior written notice to PROVIDER.

5. Materials Transfer Fees and Delivery

5.1 RECIPIENT

☐ shall not be required to pay any fees to PROVIDER.

☐ shall remit the full amount of NT$_____ to PROVIDER's account within _____ days from the date of signature by both parties to this Agreement. The payment shall be made without any deductions for handling fees or other charges, and RECIPIENT shall notify PROVIDER after the remittance. The bank account details for PROVIDER's remittance are as follows:

Bank Name	LAND BANK OF TAIWAN NANKANG BRANCH
Bank Address	No.364, Sec.1 , Nankang Rd., Nankang Dist., Taipei City, Taiwan R.O.C. 115622
Account Name	ACADEMIA SINICA
Account NO.	004-056-03062-5
SWIFT CODE	LBOTTWTP

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After remitting the payment, RECIPIENT shall notify PROVIDER by email (ipttcpmg@gate.sinica.edu.tw), providing details such as the remittance date, amount, and docket number, to confirm the remittance status.

5.2 The MATERIAL shall be considered delivered upon handover to the carrier by PROVIDER. From the time the MATERIAL is handed over for transportation, RECIPIENT shall be responsible for any damage, loss, or other risks that occur during transportation. However, this shall not apply if such risks are caused by PROVIDER's willful misconduct or gross negligence.

6. Disclaimer of Warranties

6.1 This MATERIAL is of an experimental nature and may be hazardous. PROVIDER makes no warranty regarding the effectiveness, suitability, commercial viability, absence of defects, or any other express or implied warranties. PROVIDER also does not warrant that RECIPIENT's use of the MATERIAL without obtaining the appropriate license will not infringe upon the patents or other intellectual property rights of third parties.

6.2 The MATERIAL is provided on an “as-is” basis at the time of signing this Agreement. RECIPIENT fully understands and agrees that any costs and losses arising from RECIPIENT’s use, storage, or disposal of the MATERIAL shall be borne by RECIPIENT, except in the case of PROVIDER’s willful misconduct or gross negligence. The same applies if third parties assert claims against RECIPIENT. If any damage is caused to PROVIDER due to reasons attributable to RECIPIENT, RECIPIENT shall be responsible for all such damages, including but not limited to compensation, indemnification, legal fees, or administrative costs incurred by PROVIDER as a result of litigation or investigations by administrative authorities.

7. Confidentiality Obligations

7.1 The term “Confidential Information” as used in this Agreement includes all information, other related data, and the monetary consideration under this Agreement, which are not generally known and which RECIPIENT becomes

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aware of or possesses by reason of this Agreement. RECIPIENT shall take all reasonable, effective and appropriate confidentiality measures to keep the Confidential Information in proper custody. In the event that RECIPIENT publishes research results related to the MATERIAL in accordance with Article 4.1 of this Agreement, such publication shall be subject to the relevant provisions of this Agreement.

7.2 RECIPIENT shall obtain the prior written consent of PROVIDER before using the MATERIAL in collaboration with third parties.

8. Term of this Agreement and the Effect of its Termination or Rescission

8.1 ☐ This Agreement shall become effective on the date of execution by both parties and shall remain in effect for a period of _____ years.

☐ This Agreement shall become effective on the date of execution by both parties and shall remain in effect for a period of _____ years from the date PROVIDER delivers the ORIGINAL MATERIAL.

8.2 This Agreement shall be terminated or rescinded on the date of occurrence of the following circumstances, whichever occurs first:

(a) RECIPIENT has completed the research using the MATERIAL; or

(b) This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party.; or

(c) Upon expiration of the term of this Agreement; or

(d) RECIPIENT fails to make full payment to PROVIDER within the agreed period as stipulated in Article 5.

8.3 If RECIPIENT is capable of obtaining the MATERIAL from another source, it shall notify PROVIDER by providing relevant supporting documentation, and this Agreement may be terminated by mutual consent of the parties.

8.4 If PROVIDER terminates this Agreement pursuant to Article 8.2(b), and such termination is not due to RECIPIENT's breach, nor due to any immediate health hazard posed by the MATERIAL, nor due to issues involving patent infringement, then RECIPIENT may request PROVIDER to grant a grace period of up to one (1) year, starting from the date PROVIDER notifies RECIPIENT of the termination, in order to complete the relevant research work.

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8.5 If this Agreement is terminated pursuant to Articles 8.2, RECIPIENT shall cease using the MATERIAL and shall return or destroy the remaining portion thereof. As for MODIFICATIONS, RECIPIENT may choose either to destroy them or to use them in accordance with the relevant provisions of this Agreement concerning MODIFICATIONS.

8.6 In the event of early termination of this Agreement, any payments already received by PROVIDER shall not be refunded to RECIPIENT.

8.7 Article 4 (Ownership and Use of Rights), Article 6 (Disclaimer of Warranties), Article 7 (Confidentiality Obligations), Article 9 (Governing Law and Jurisdiction), this Article (Term of this Agreement and the Effect of its Termination or Rescission), and any other provisions which by their nature shall continue in full force and effect, shall not be invalidated by the termination of this Agreement.

9. Governing Law and Jurisdiction

9.1 The formation, validity, interpretation, performance, and disputes arising from this Agreement shall be construed and applied in accordance with the laws and regulations of Taiwan (ROC). Matters not stipulated in this Agreement shall be resolved in accordance with the relevant laws and regulations of Taiwan (ROC), customary practices, and the principles of fairness and reciprocity.

9.2 The parties agree that the Taiwan Taipei District Court or the Intellectual Property and Commercial Court shall be the court of first instance for all disputes in connection with or arising out of this Agreement that become subject to litigation.

10. Entire Agreement

10.1 This Agreement and its schedules constitute the entire agreement between the parties with respect to the subject matter hereof. Any matters agreed upon by the parties prior to the effective date of this Agreement but not set forth herein or in any schedule shall have no binding effect on either party. Any amendments to this Agreement shall be made in writing by both parties and signed by duly authorized representatives.

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10.2 The schedules shall have the same force as this Agreement; provided, however, that in the event of a conflict between the two, this Agreement shall prevail.

11. Counterparts

This Agreement is executed in two (2) counterparts, with PROVIDER and RECIPIENT each retaining one (1) copy for its record.

The parties have reviewed all terms and conditions of this Agreement within a reasonable period and hereby agree to and execute the same as follows:

PROVIDER: Academia Sinica
Name of Representative and Title: Dr. Chien-Jen Chen, President
Authorized Official and Title: Dr. Yi-Fang Tsay, Vice President
Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)
Date: _____

PROVIDER SCIENTIST: _____(Signature or Seal)
Title: _____
Department (Office/Center): _____
Telephone: _____
Date: _____

RECIPIENT: _____
Name of Representative and Title: _____
Authorized Official and Title: _____(Signature or Seal)
Address: _____
Telephone: _____
Date: _____

RECIPIENT SCIENTIST: _____(Signature or Seal)
Title: _____
Address: _____
Telephone: _____

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Date: _____

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