

# FAXP Tip Kit Application Form

Applicant Name		Country	
Tel		Email	
Organization / School / Company			
Department / Faculty / Group			
Principal Investigator (PI)			
Mailing Address			
Sample Type			
Sample No.			
Required No. of Kits			

## Material Transfer Agreement (MTA)

**WHEREAS**, the Provider is the proprietor of the FAXP tip kit (hereinafter referred to as "the Kit") and desires to furnish said Kit to the Applicant for research purposes; and

**WHEREAS**, the Applicant, recognizing the proprietary nature of the Kit, seeks to obtain the Kit for exclusive use in its internal research endeavors and not for any third-party distribution or commercial application without the express written consent of the Provider;

**NOW, THEREFORE**, the parties hereto agree as follows:

### Article 1: Definitions

- 1.1 "Kit" means the FAXP tip kit expressly described in this Agreement.
- 1.2 "Applicant" means the party applying for the Kit, i.e. the Applicant for the purposes of this Agreement.
- 1.3 "Provider" means the party providing the Kit, i.e. the Provider for the purposes of this Agreement.

### Article 2: Transfer of materials

- 2.1 The Provider agrees to make the Kit available to the Applicant for use in its research.
- 2.2 The Applicant agrees to use the Kit only for its own research purposes and shall not provide the Kit to any third party or use it for any commercial endeavors, except with the prior written consent of the Provider.

### Article 3: Intellectual property rights

- 3.1 The Provider retains all rights, title and interest in and to the Kit and all associated intellectual property rights.
- 3.2 The Applicant shall have the right to the intellectual property developed through the research conducted utilizing the Kit.
- 3.3 The ownership and rights to any improvements, discoveries or inventions made by the Applicant in the course of using the Kit shall be subject to separate negotiations between

the two parties.

Article 4: Confidentiality

4.1 The parties hereto agree to keep all confidential information relating to this Agreement confidential and to limit sharing to those persons relevant to the purpose of this Agreement.

4.2 The obligation of confidentiality shall not extend to information that: (a) is already part of the public domain; (b) was independently acquired by the Applicant prior to disclosure; (c) was disclosed to the Applicant by a third party without an accompanying obligation of confidentiality. Article

5: Liability and exemption from liability

5.1 The Provider makes no warranty, express or implied, as to the performance, safety or fitness for purpose of the Kit.

5.2 The Applicant will be fully responsible for any loss or damage resulting from the use of the Kit and shall indemnify and hold the Provider harmless from any claims, losses or liabilities arising therefrom.

Article 6: Termination

6.1 This Agreement shall terminate in the following circumstances:

(a) Termination of the written agreement between the parties;

(b) A party has breached a term of this Agreement and has not cured the breach within a reasonable period of time.

Article 7: Other provisions

7.1 This Agreement constitutes the entire agreement between the parties with respect to the transfer of materials and supersedes all prior oral or written engagements.

7.2 Any modification or supplement to this Agreement shall be by written agreement of the parties.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, and any disputes arising hereunder shall be resolved in Hangzhou.

Acknowledgements:

Please acknowledge Westlake Center for Intelligent Proteomics (WeCIP) for supporting the research by providing FAXP tip kits.

Signature of PI (Applicant Party)	Date:
Signature of PI (Provider Party)	Date: