

MATERIAL TRANSFER AGREEMENT (MTA) (Academic Relations)

Supplier: Institute of Neuroinformatics (INI), UNI-ETH Zurich
Dr. Giacomo Indiveri
Winterthurerstrasse 190, CH-8057 Zurich, Switzerland.
T +44 (0)44 6353052

Recipient:

Original Material Custom PCIAER board for interfacing AER chips to Workstations via the PCI interface. The overall package includes:

- The main PCI-AER board
- A small daughter-board that interfaces to the main board and has additional connectors for connecting custom AER devices
- Software device drivers for the linux operating system (kernel 2.4)
- Basic C code library

Use: The board will be used to carry out research acquiring data from AER sensors and possibly stimulating additional AER devices.

More Definitions:

Material: The original material as described, as well as all Unmodified Derivatives.

Confidential Information: For the purpose of this Agreement, Confidential Information shall mean any information and related know-how provided by INI that is related to the Material.

Modifications: Devices created by the Recipient which contain/incorporate parts or components of the Material.

All clauses below shall hold, as long as they do not supersede the ones listed in the Material Transfer Agreement made by INI and the Istituto Superiore di Sanità, enclosed in Appendix B.

After receipt of the signed Agreement, INI will hand over to the Recipient the Material under the following conditions:

1. The Recipient shall use the Material and Modifications only for teaching, research and/or development purposes.
2. The Recipient shall have the right, consistent with academic standards, to publish or present the results of the research work performed in accordance with this Agreement. The Recipient shall disclose such publications to INI. A proposed formula for acknowledgements in scientific publications is included in Appendix A.
3. The Recipient shall not give, sell, share, release, convey, or otherwise distribute the Material and/or any accompanying Confidential Information to any third party without the prior written permission of INI, with the exception of the software drivers for the linux operating system which are distributed under the terms of the GNU public license (GPL), a copy of which is provided with the software and is also obtainable by writing to Free Software Foundation.
4. The Recipient shall not name, or apply for any patent or other form of protection or registration for the Material. The Recipient is free to file patent application(s) claiming inventions made by the Recipient through the use of the Material but agrees to notify INI upon filing a patent application claiming Modifications or method(s) of manufacture or use(s) of the Material.
5. The Original Material is provided without warranty, express or implied, of fitness for any particular purpose or that the use of the Material will not infringe any patent, copyright, trademark or other proprietary rights. INI will have no liability in connection with the Material or any use thereof.

6. This Agreement shall be governed by and interpreted in accordance with the substantive laws of Switzerland. The exclusive venue shall be the courts of Zurich.

Signed by the duly authorized persons from the parties:

INI Zurich, _____

Recipient Institution Place and Date: _____

Agreed:

Signature: _____ Signature: _____

Name: _____ Name: _____

Appendix A.

The Institute of Neuroinformatics and the Istituto Superiore di Sanità (where the the original prototype of the Material was conceived and designed) would be grateful if a formula of the type shown below will be adopted in the Acknowledgements section of scientific publications describing research made using the Material:

We would like to acknowledge Vittorio Dante and Paolo Del Giudice (Istituto Superiore di Sanità, Rome, Italy) for the original design of the PCI-AER board, and Adrian Whatley, Gerd Dietrich and all other members of the Institute of Neuroinformatics UNI-ETH Zurich involved in the development of the PCI-AER board, of its drivers, and software library components.

Case-No.: 62-05/031

AGREEMENT FOR TRANSFER OF MATERIAL (MTA)

made and entered into by and between

ISTITUTO SUPERIORE DI SANITA'
(Hereinafter referred to as "ISS")

Herein represented by Prof. Enrico Garaci,, President
he being duly authorised thereto.

Of: Viale Regina Elena, 299 - 00161 Rome, Italy

And

Institute of Neuroinformatics
University of Zurich and ETH Zurich

(Hereinafter referred to as "RECIPIENT")

Herein represented by Dr. Giacomo Indiveri, he being duly authorised thereto.

Of: Winterthurerstr. 190
CH-8057 Zurich, Switzerland

WHEREAS, ISS is the owner of the MATERIAL as defined below; and

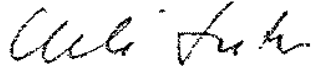
WHEREAS, ISS is willing to transfer MATERIAL to RECIPIENT on the terms mutually agreed upon herein;

NOW, THEREFORE, the ISS requests that the RECIPIENT agrees to the following before the RECIPIENT receives the MATERIAL:

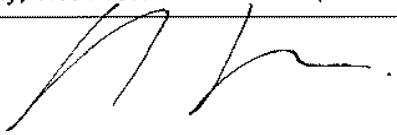
1. The MATERIAL, as defined in clause 17, is the property of ISS and is made available to the RECIPIENT for non-commercial research use only.
2. The MATERIAL will be used to develop, design and produce an engineered product defined here and after as "Engineered MATERIAL". MATERIAL and Engineered MATERIAL shall be understood to be different forms of MATERIAL and hence from this point and forward they will be referred to as the case may require as MATERIAL or "Engineered MATERIAL".
3. Intellectual property rights to Engineered MATERIAL vest with ISS. Should any substantial functional improvements be made by RECIPIENT to the Engineered MATERIAL to the point where new intellectual property rights arise ("Improved Engineered MATERIAL"), such rights will vest with the party having developed the Improved Engineered MATERIAL. So that there is no doubt by what it is meant by "improvements", this term shall mean "unexpected and substantial functional improvements in performance" of the Improved Engineered MATERIAL over that of the Engineered MATERIAL deriving from modifications or additions to the basic design or materials.
4. Where a publication of the results based on the Engineered MATERIAL or Improved Engineered MATERIAL is foreseen, ISS must receive a notice at least sixty (60) days in advance of the intended submission (or disclosure in the case of an oral presentation) date. In the case of an oral presentation, the notice will include an abstract setting forth all material information to be covered by the oral presentation. Within this period, at ISS's request, the Publication may be delayed for a maximum of sixty (60) days from initial disclosure in order to protect the potential patentability of any invention described therein.
5. The Engineered MATERIAL may be provided to third parties but STRICTLY according to all provisions set forth in this agreement. RECIPIENT will keep an updated list of third parties to whom the Engineered MATERIAL is provided to and will provide ISS with a list of third party RECIPIENTS on request. Each unit of the Engineered MATERIAL and each copy of technical description and User manual documents shall bear the following acknowledgement label : "designed and IP rights owned by Istituto Superiore di Sanità. In the event that an Improved Engineered MATERIAL materializes, each unit of the Improved Engineered MATERIAL and each copy of technical description and User manual documents shall bear an acknowledgement label stating the ownership of IP rights and the origin of the design.
6. The RECIPIENT agrees that it is specifically prohibited from using Engineered MATERIAL, for any commercial purposes without consent of ISS. The RECIPIENT shall promptly report in writing to ISS any unexpected and substantial improvements and modifications that it may make to Engineered MATERIAL. The RECIPIENT shall promptly inform ISS, in writing of any inventions, whether patentable or otherwise, resulting from the RECIPIENT'S use of the Engineered MATERIAL. In the event that the RECIPIENT elects not to seek patent protection on inventions conceived or reduced to practice using the Engineered MATERIAL, ISS shall have the right to file patent applications on behalf of the RECIPIENT for said inventions. ISS shall have a first right to negotiate an exclusive option to any inventions resulting from the RECIPIENT's use of the Engineered MATERIAL during a term of 4 (four) months from the disclosure of such invention by RECIPIENT to ISS. The RECIPIENT shall not commercialize the Engineered MATERIAL or any products containing the Engineered MATERIAL without the prior written agreement of ISS. ISS shall be under no obligation to grant any license to the RECIPIENT to commercialize the Engineered MATERIAL.

16. RECIPIENT INFORMATION

Recipient Scientist name _____
 Signature _____
 Dr. Giacomo Indiveri, Institute of Neuroinformatics

Name of Department or Faculty _____
 Signature 
 Prof. Suter, Vice President for Research, ETH Zurich

Name of Department or Faculty _____
 Signature _____
 Prof. Alexander Borbély, Vice President Research, University of Zurich



17. MATERIAL INFORMATION

Material is defined as: <i>In accepting the MATERIAL, the RECIPIENT agrees to use the MATERIAL according to the provisions of this Agreement</i>	Prototype computer-board developed by ISS consisting of printed circuit board schematics and FPGA software code
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ISTITUTO SUPERIORE DI SANITÀ'

By: _____
 Prof. Enrico Garaci
 President

By: _____
 Fully authorised representative

15. ISS INFORMATION

Provider Scientist name _____
 Signature _____

Name of Department or Faculty _____