



TaylorWessing

Session #1

Webinar

17 January 2024



TaylorWessing

Your safe path through the contract jungle: CDAs, MTAs & Co.

17 January 2024 | Dr. Stefanie Greifeneder



Agenda/ Hot Topics

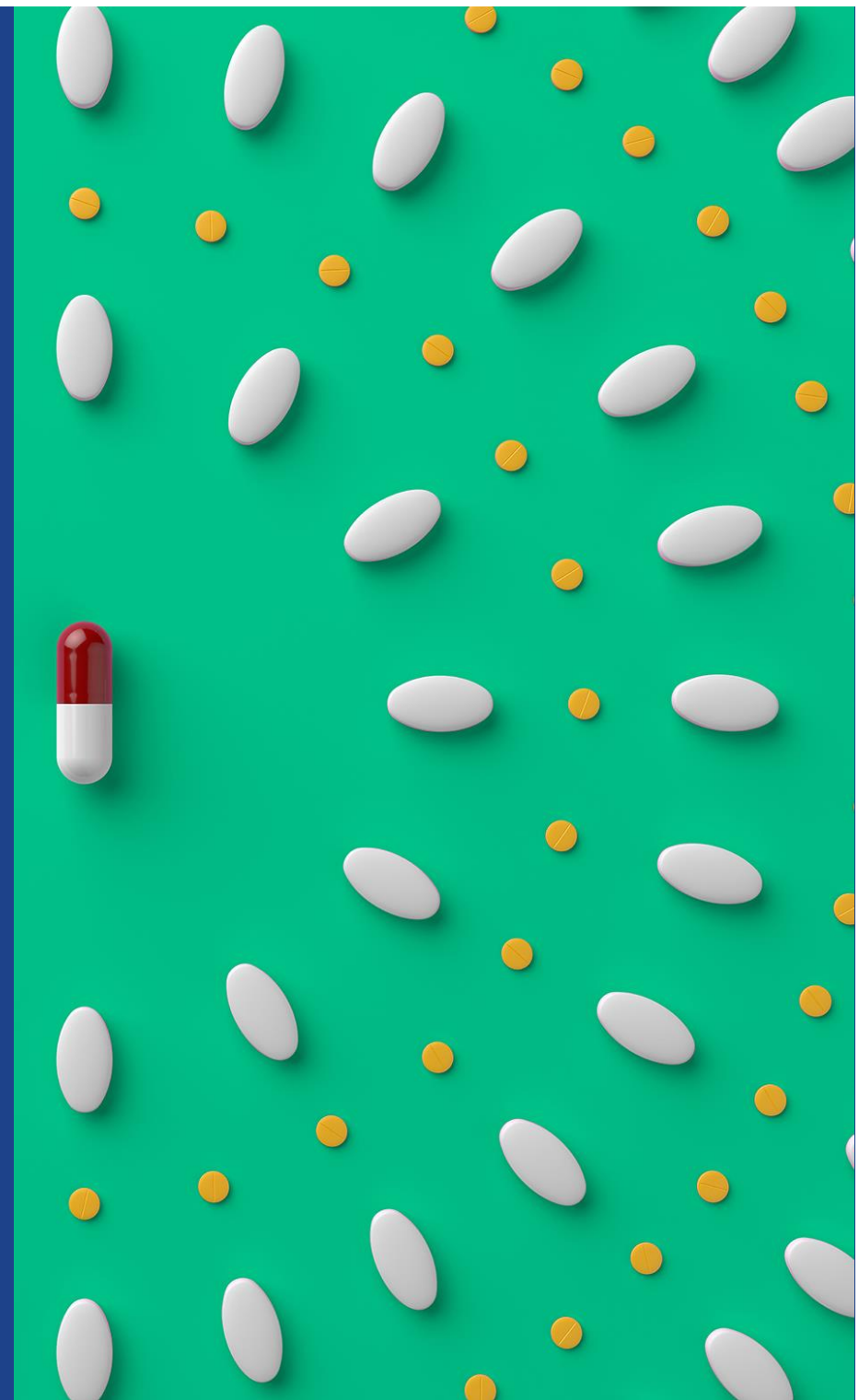
- | | |
|------------|---|
| 1 | Confidentiality Agreements (CDAs) |
| 1.1 | Why are CDAs so important? |
| 1.2 | General considerations when negotiating CDAs |
| 1.3 | Five most important tips and tricks for CDAs |
| 1.4 | Further important contractual clauses in CDAs |
| 1.5 | Conclusion |
| 2 | Material Transfer Agreements (MTAs) |
| 2.1 | What is the typical subject matter of MTAs? |
| 2.2 | Five most important tips and tricks for MTAs |
| 2.3 | Further important contractual clauses in CDAs |
| 2.4 | Conclusion |



1 | Confidentiality Agreements (CDAs)

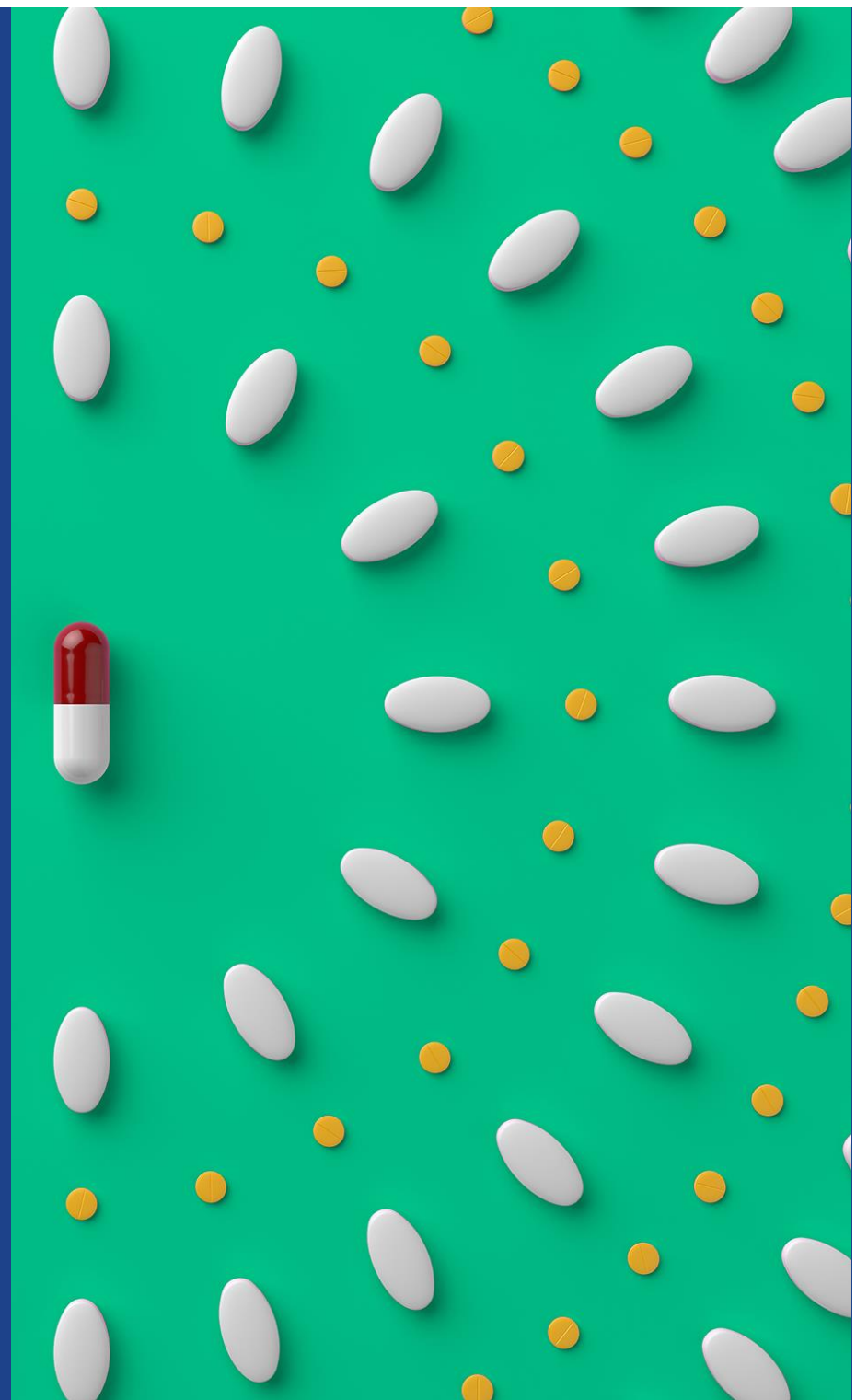
1.1 Why are CDAs so important?

- Protection of proprietary information is crucial for your business, particularly if not protected by IP rights (patents)
- Importance also in view of future financing rounds => investors will request CDAs in the course of their due diligence

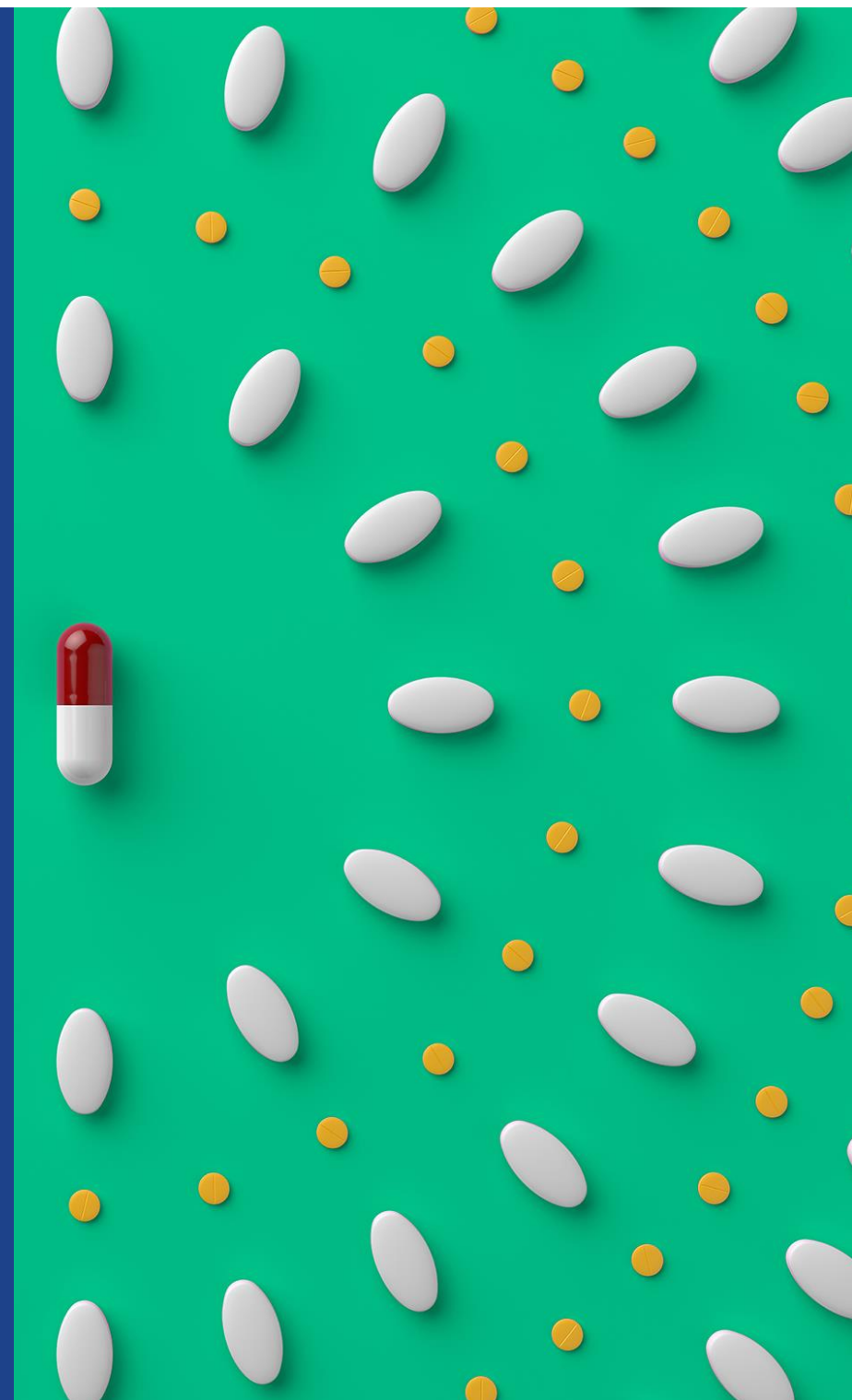
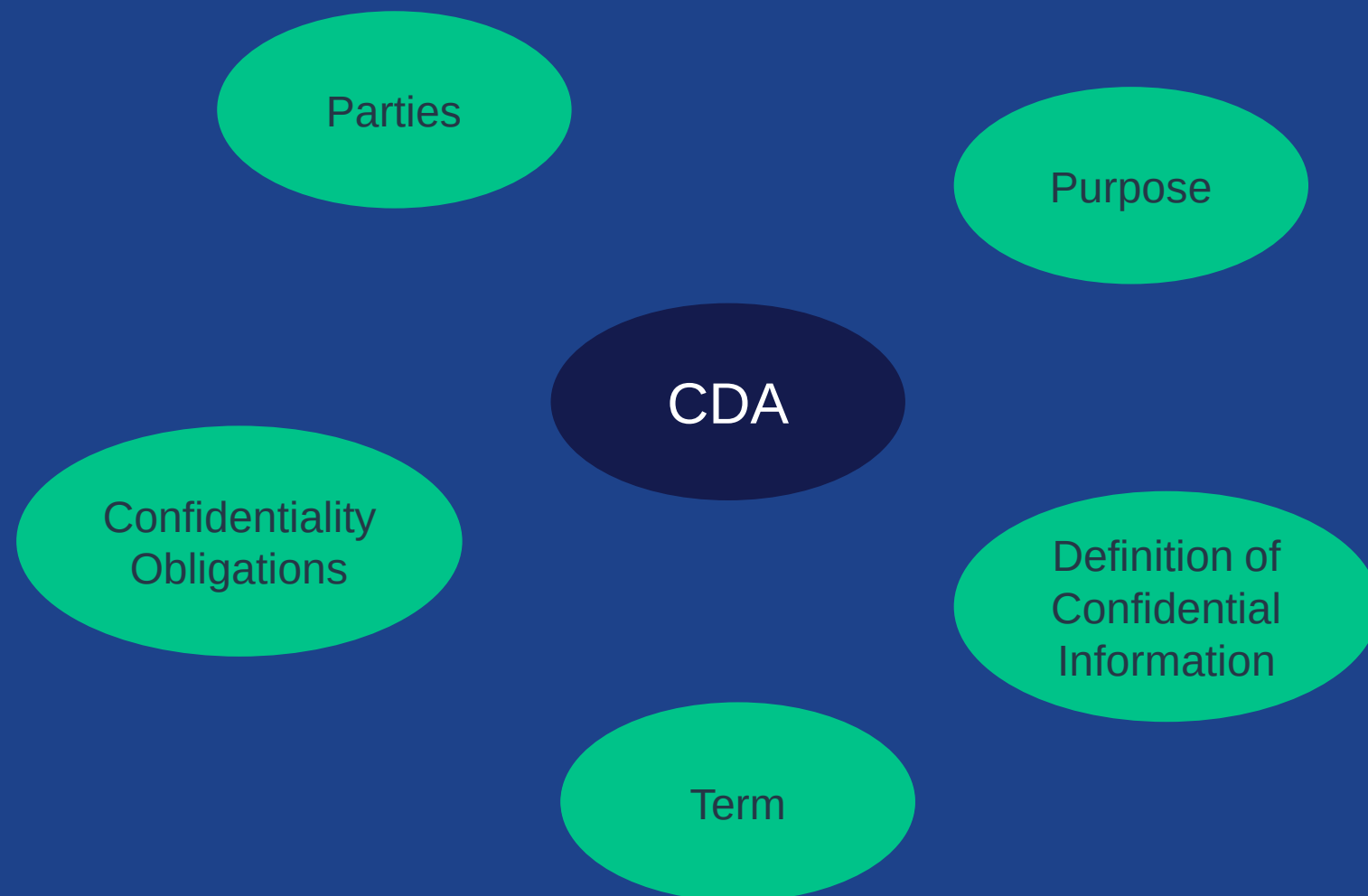


1.2 General considerations when negotiating CDAs

- One-way CDA ⇔ Two-way CDA
- Which template to be used?
- Which language to be chosen?



1.3 Five most important tips and tricks for CDAs



1.4 Further important clauses in CDAs

No warranties

No licenses

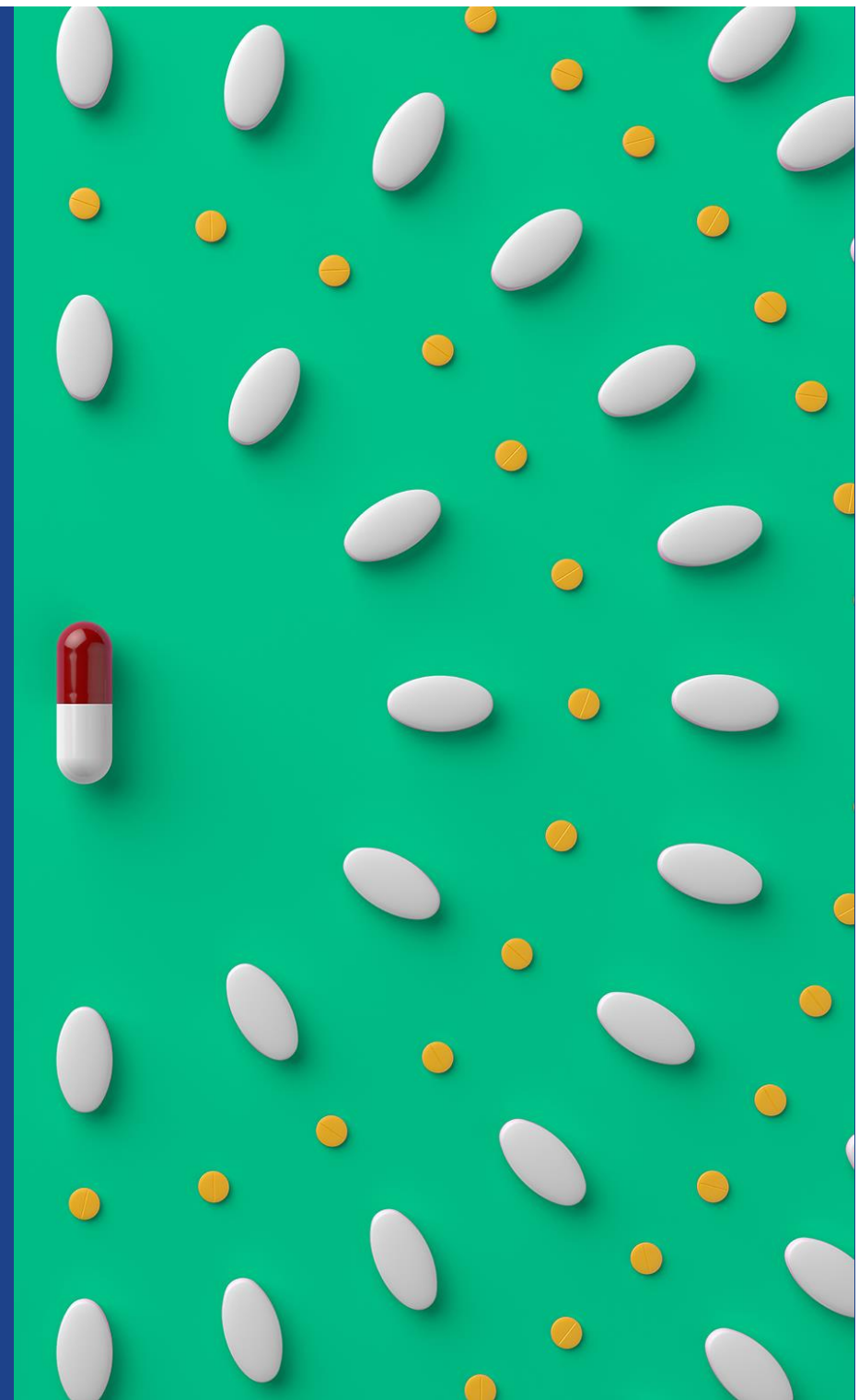
No obligation to enter into any future agreements

Governing law and place of jurisdiction



1.5 Conclusion

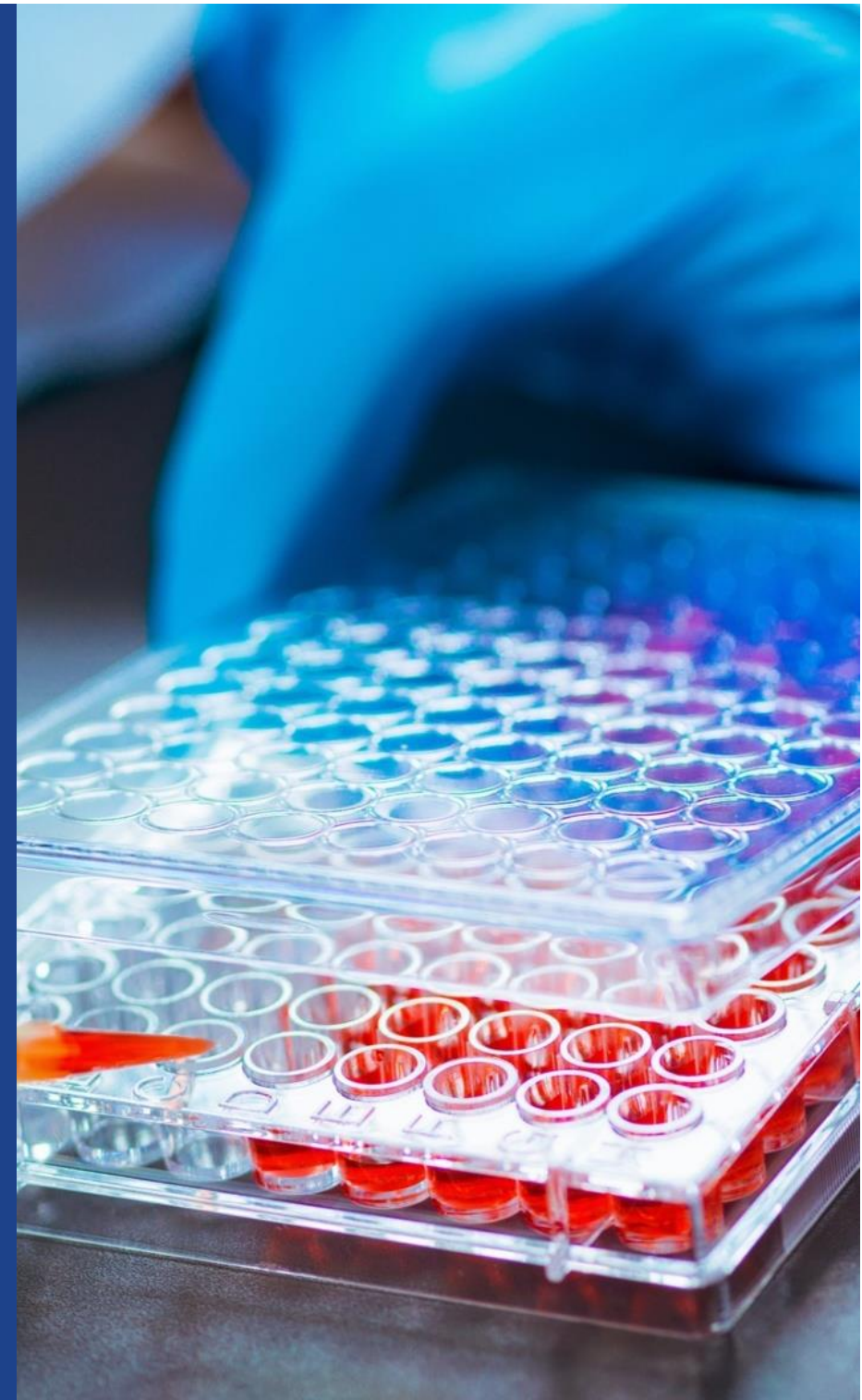
- Entering into a CDA is a must each time before you disclose any information to a third party
- Propose to use your template
- Final check by a lawyer is recommended



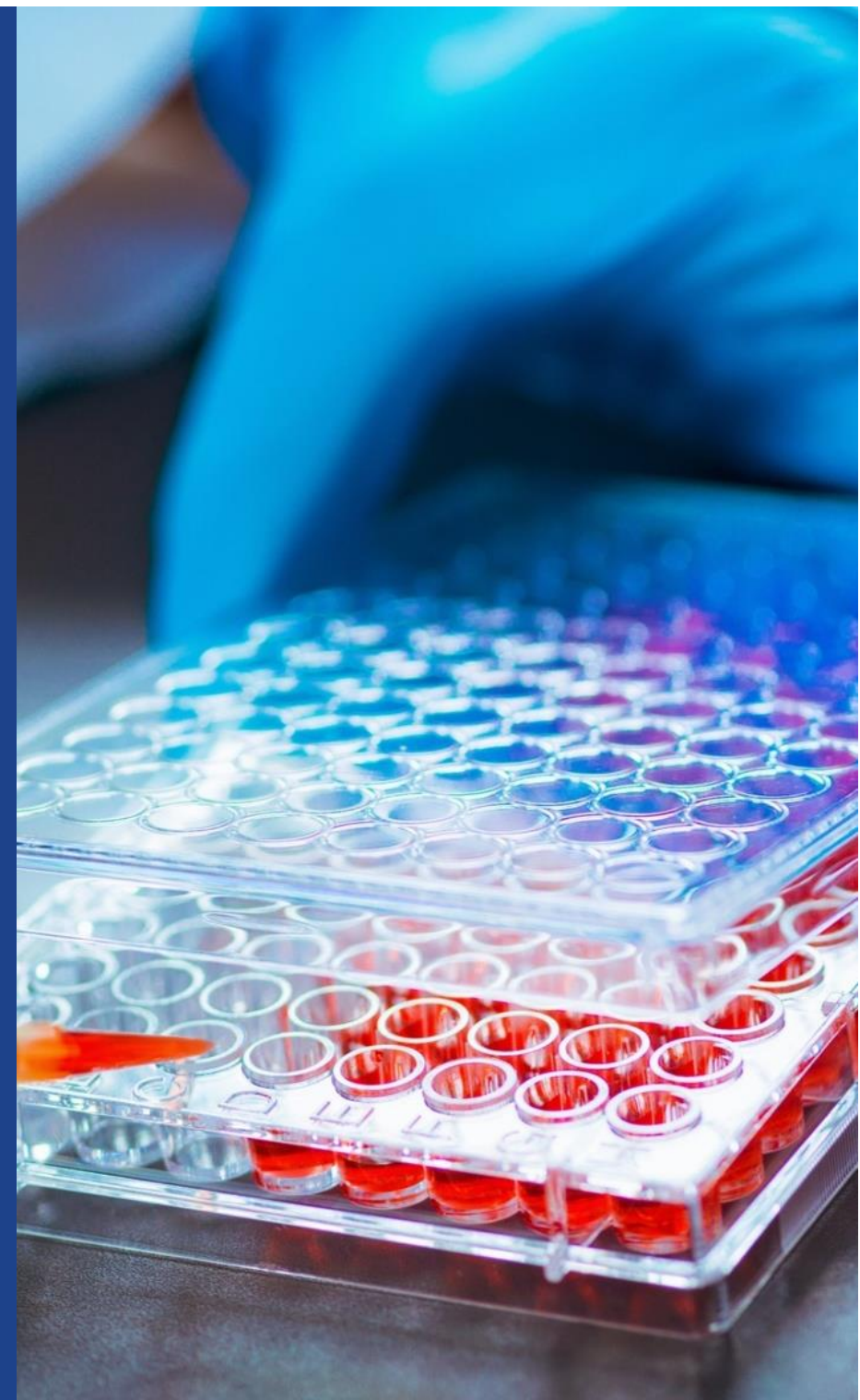
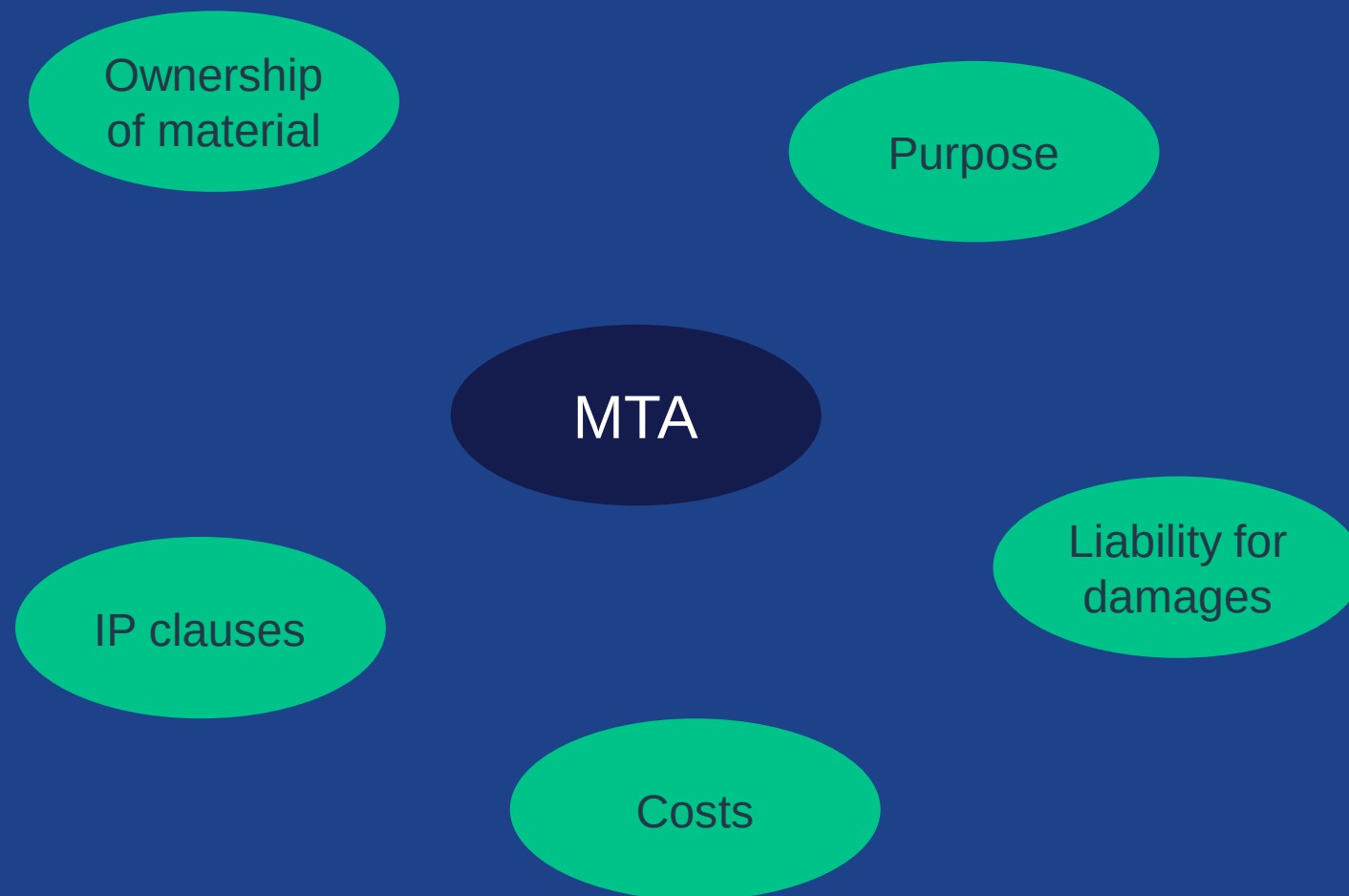
2 | Material Transfer Agreements (MTAs)

2.1 What is the typical subject matter of MTAs?

- The subject matter of an MTA goes beyond the subject matter of a CDA as also proprietary material (e.g. cell lines) is provided to a third party.
- The provider wants to restrict how the material is to be used.
- The provider wishes to protect against any potential liability, particularly if the material is infectious, hazardous or subject to special regulations.
- The provider wishes to obtain rights to the results of the research for which the material or information is to be used.
- The provider wishes to ensure that correct and appropriate acknowledgement is included in any publication regarding the use of the material.

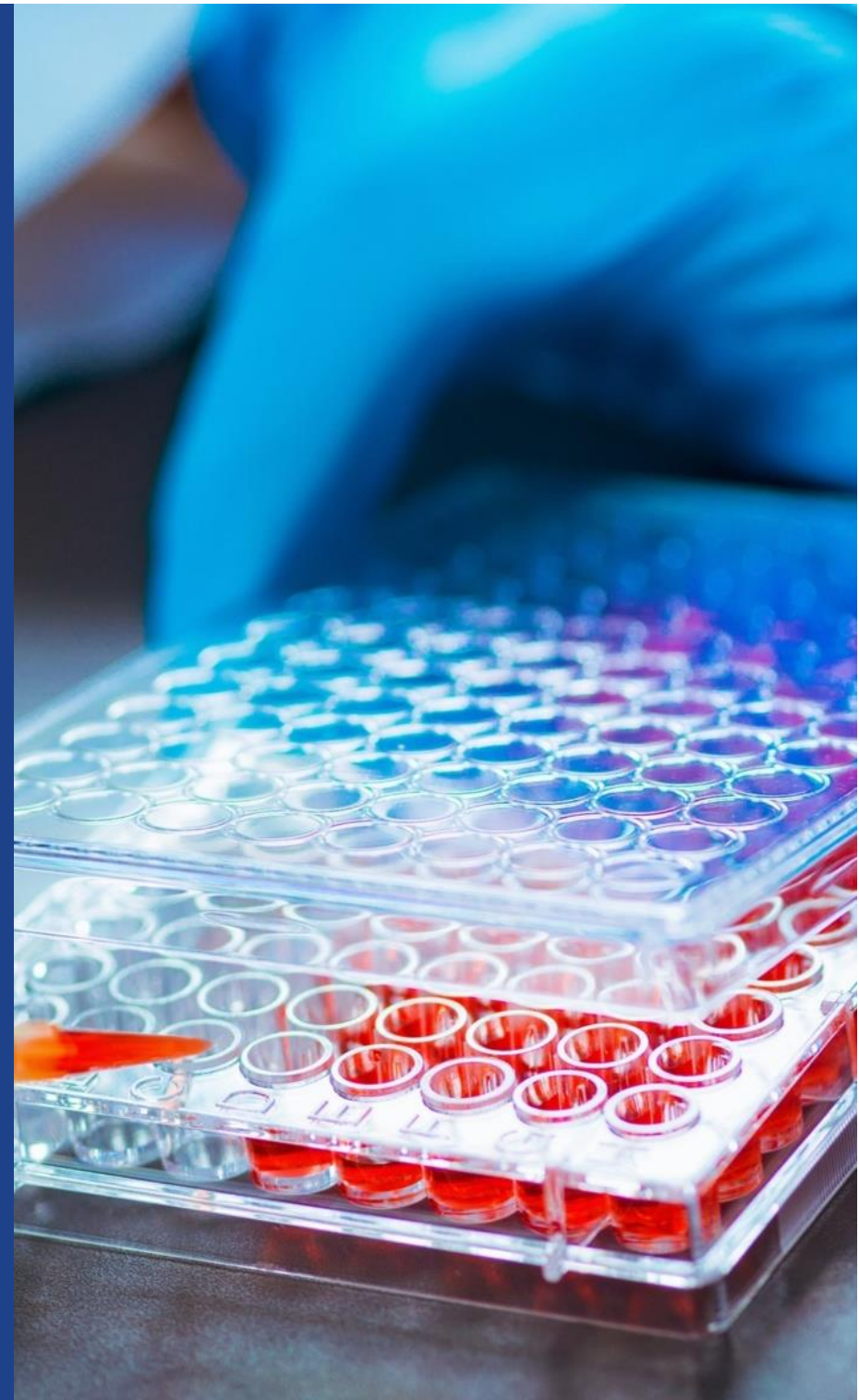


2.2 Five most important tips and tricks for MTAs



2.3 Further important clauses in MTAs

- Confidentiality
- Publications
- Report
- Term
- Governing law and place of jurisdiction



2.3 Further important clauses in MTAs

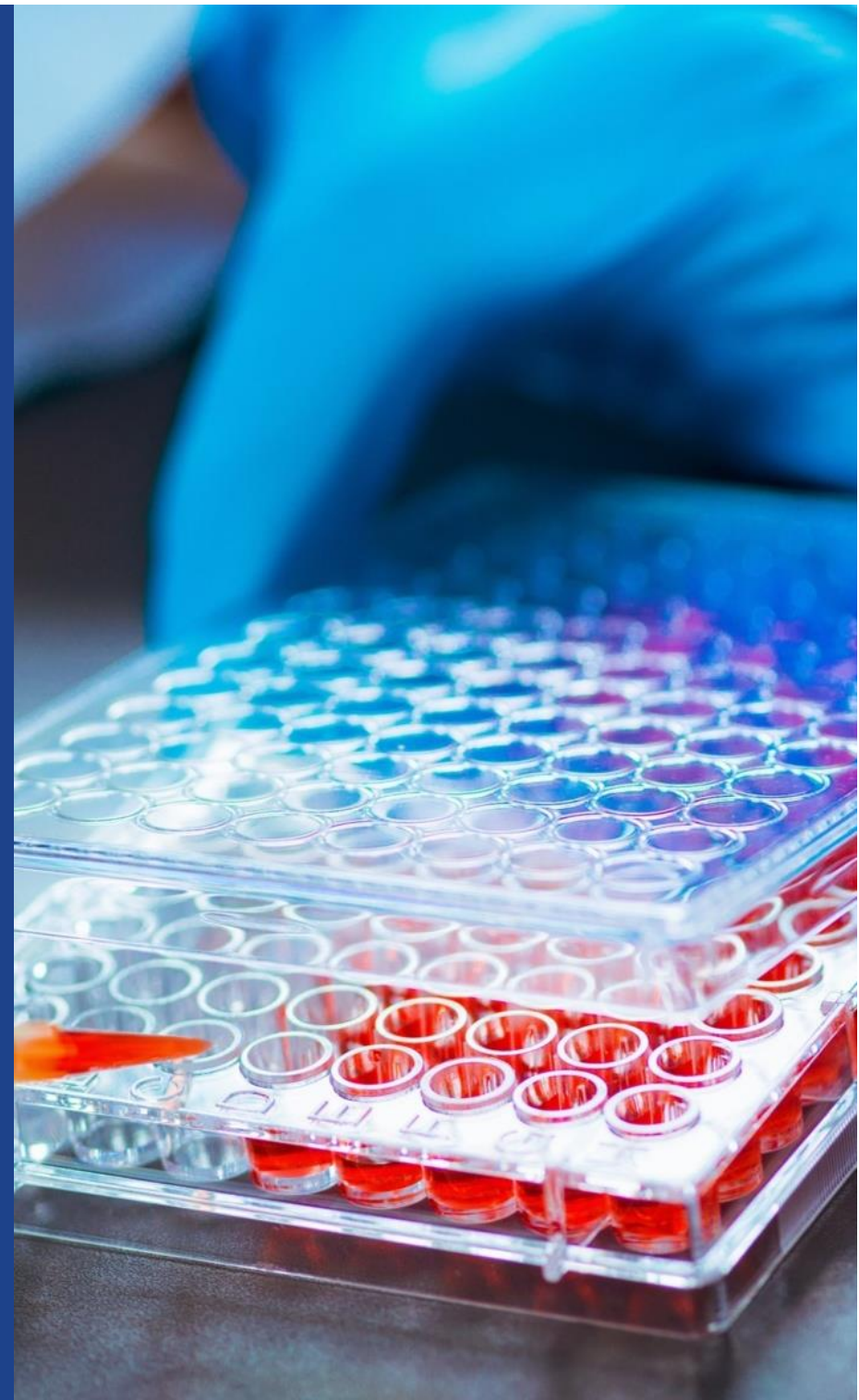
Confidentiality

Publications

Report

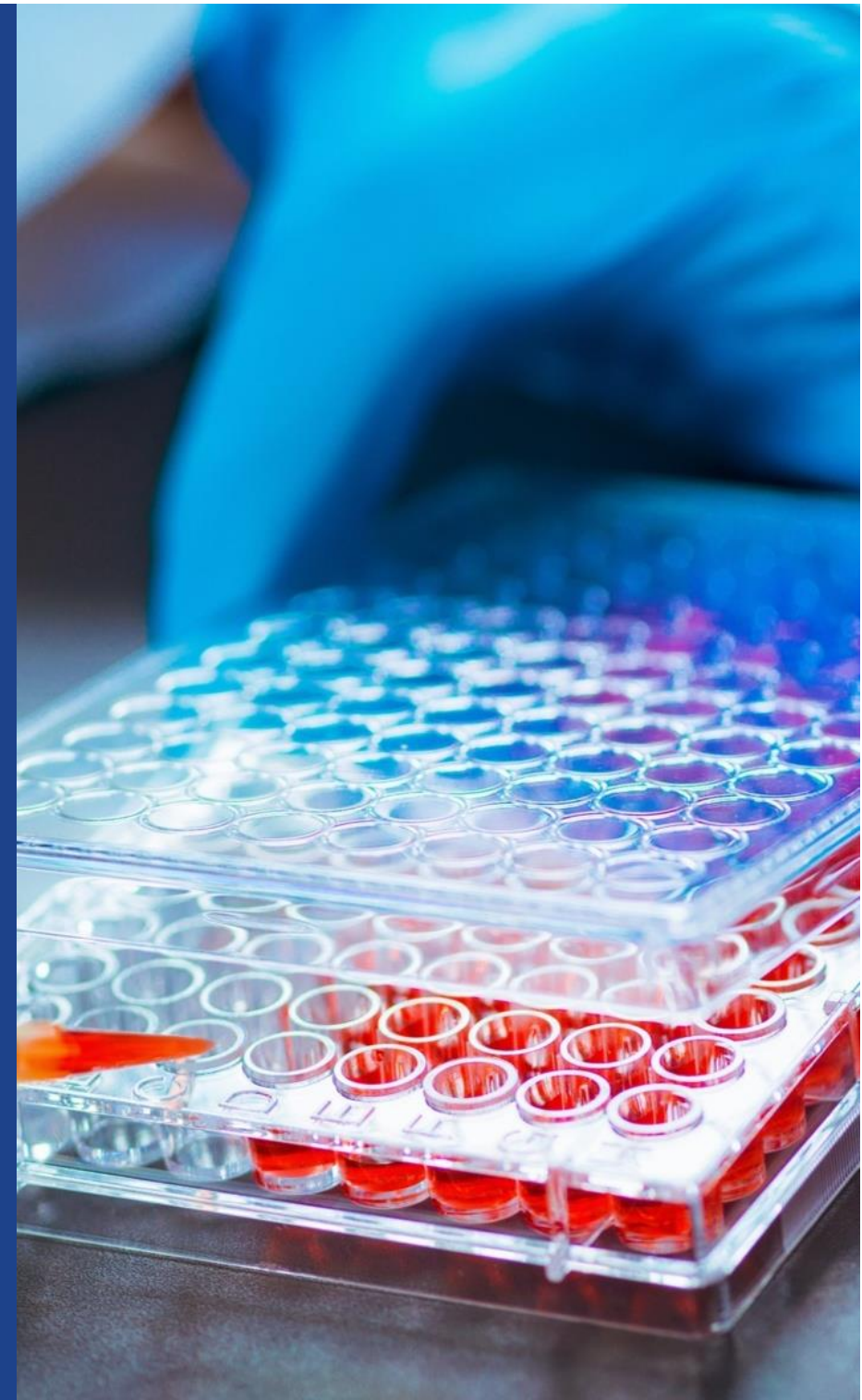
Term

Governing law and place of jurisdiction



2.4 Conclusions

- MTAs are often entered into before starting a close cooperation (e.g. feasibility studies)
- Clear and detailed description of the project / purpose



Questions and discussion





21 February 2024 – 10 am

Session #2

Don't forget: Early stage IP strategy

Dr. Anja Lunze, LL.M.
(Co-Head IG Life Sciences & Healthcare, Taylor Wessing)

Tobias Baus, LL.M. Dipl.-Ing.
(IG Life Sciences & Healthcare, Taylor Wessing)

