

Material Transfer Agreement: Finalized 28 September 2018

MATERIAL TRANSFER AGREEMENT - MTA

MTA Reference Number:

THIS Material Transfer Agreement (“MTA”) is made with an effective date of [INSERT DAY, MONTH, YEAR] (“Effective Date”)

BETWEEN:

[INSERT NAME AND ADDRESS OF Providing INSTITUTION] (“Provider” with [Dr NAME OF THE INSTITUTION’s PI] as INSTITUTION’s Principal Investigator hereunder; and

[INSERT NAME AND ADDRESS OF RECEIVING INSTITUTION] (the “Recipient”), with [Dr NAME OF RECEIVING INSTITUTE PI] as Receiving Institute’s Principal Investigator hereunder;

(each a “Party” and collectively the “Parties”).

Both Parties Agree that:

Subject to the terms and conditions of this Agreement, the Provider hereby agrees to provide, and the Recipient hereby agrees to accept, the Materials and Information specified below for such Purposes of Use and subject to such Restrictions on Use as specified below.

This Agreement is not a contract for sale of goods and nothing in this Agreement shall be considered as granting any license or right under any intellectual property rights or as representing any commitment by either Party to enter into any further agreement, by implication or otherwise.

This Agreement constitutes the entire understanding of the Parties with respect to the matters contained herein; superseding all prior oral or written understandings or communications between the Parties, and it may be modified only by an amendment signed by both Parties.

The Material is not for use in human subjects and will be strictly used either for teaching or for “not – for – profit” research purposes only and is provided free of charge.

1.

- Confidential Information means all information exchanged between both Parties within this Agreement.
- Material means the Material listed in Appendix 1 of this Agreement.
- Purpose means the content of the Appendix 2 of this Agreement.
- Research Group means Dr.as the Recipient Scientist and the members of his/her research laboratory.
- Providing Scientist means Dr..... who provides the material to the recipient scientist.
- New IP means that the Recipient’s use or possession of the Material or Confidential Information under this Agreement indicatively results from the following: inventions, discoveries, facts, data, ideas, manners, methods or processes of manufacture, methods or principles of construction, chemical compositions or formulations, techniques, products,

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prototypes, processes, know how, routines, specifications, drawings, trade secrets, technology methods, works in respect to which copyright subsists and other knowledge.

- Third Party means any party, apart from the Recipient and the Provider, either a legal entity or a person.
- Common Knowledge means any novel knowledge, information and/or data generated as a result of the collaboration between both Parties.

2. Ownership of the Material

The Provider will provide a sample of the Material to the Recipient and may also disclose Confidential Information to the Recipient. The Recipient acknowledges that the Material shall at all times belong to the Provider. The Recipient also acknowledges that the Confidential Information, including any copyright that subsists in any part of the Confidential Information, shall at all time remain the absolute property of their holder.

3. Transfer to Third Parties

The Recipient must ensure that only the Research Group has access to the material. Both the Material as well as the Confidential Information cannot be transferred to any Third Party without the prior written approval on behalf of the Provider. The Provider retains the right to deny any such transfer for whatever reason appears to be infringing its rights.

4. Confidentiality

The Recipient must use the Material and the Confidential Information of the Provider only for the Purpose and must not use the Material or Confidential Information of the Provider for any other reason.

5. Publications an Dissemination

The results arising from the use of the Material within the Purpose of this MTA may be published by the Parties either jointly, or separately. In order to avoid prejudice to any proprietary rights, the publishing Party shall transmit any material intended for publication to the other Party for review at least thirty [INSERT NUMBER] days prior to its submission for publication.

In absence of any objection within that period, the publication may proceed. The Parties agree to solve amicably any disagreement regarding the publication. If a solution cannot be reached the Parties agree not to proceed with the intended publication.

In any such publications, or any other written or oral public disclosures concerning the Research Project, the Parties' respective contribution will be duly recognized by acknowledgment or co-authorship, as appropriate and agreed between the Principal Investigators of the Parties. Notwithstanding the foregoing, neither Party will make any communication orally or in writing, public announcements or press releases concerning the terms of this MTA, the Research Project or any related matter without the prior written agreement of the other Party. Further, neither Party may use the other Party's name and logo without the prior written approval of that Party.

6. Intellectual Property

The New IP in the Material shall be owned by the Recipient. The Recipient grants to the Provider a perpetual, non-exclusive, royalty free license to use the New IP in the Material. The

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New IP in a Derivative will be owned by both the Provider and the Recipient in shares proportionate to their contributions to the creation of the Derivative and each party must sign all documents required to record such ownership under this clause. The Recipient shall promptly disclose the New IP to the Provider and must provide a written report to the Provider containing the data and conclusions generated within thirty (30) days of the completion of the testing Purposes.

7. Warranties and Liabilities

The Recipient is responsible for the safe handling and storage of the Material in order to ensure that the Material will not cause any harm to any person or property. The Recipient acknowledges that the Material may be toxic, may contain infectious agents or other substances that are hazardous or dangerous or harmful to persons or property. Recipient agrees to waive all claims against the Provider, the Researcher, and their respective employees, agents and trustees, and to defend, indemnify and hold harmless the Provider, the Researcher and the respective employees, agents and trustees from all claims and damages asserted by Recipient or third parties arising from the use, storage, handling or disposal of the Materials, progeny and mutants thereof, or of products or information derived from there.

The Provider makes no representations and extends no warranties of any kind, either expressed or implied. There are no expressed or implied warranties of merchantability or fitness for a particular purpose. Moreover there are no expressed or implied warranties that the use of the material will not infringe any patent, copyright, trademark, or other proprietary rights.

8. Term of the Agreement

The term of this Agreement is years starting from the Effective Date. Upon conclusion of the Purpose, or immediate termination of this Agreement by the Provider because of breach by the Recipient, or termination of this MTA for any reason by either Party, the Recipient agrees to discontinue all use of the Provider Material and return all remaining Material to the Provider, or destroy it, as well as provide written notice upon thirty days (30 days).

8. Legislation

The Parties agree that this Agreement shall be governed by and construed in accordance with Legislation. Exclusive place of venue / jurisdiction are the Courts in Each Party shall retain one copy signed by both Parties.

9. Settlement of disputes

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation or enforcement of this agreement, including but not limited to breach thereof, unless amicably settled, shall be referred to mediation before, and as a condition precedent to, the initiation of any proceeding, including arbitration.

10. Miscellaneous

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1. This MTA will in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Parties or any other person involved in the Research Project.
2. This MTA may be executed in counterparts and may be exchanged by electronic mail in .pdf format. All properly executed counterparts will constitute one document.
3. This MTA may be amended only by written agreement duly signed by the authorized representatives of the Parties. This MTA is personal to the Parties and neither Party will assign, transfer, or deal in any other manner with its rights and obligations under this MTA without the express prior written consent of the other Party.

This Agreement is duly signed on behalf of the parties as follows:

Signed for and on behalf of the Provider: Signed for and on behalf of the Recipient:

Provider Principal Investigator Recipient Principal Investigator
Name: Name:
Title: Title:

Legal Representative of Provider Legal Representative of Recipient
Name: Name:
Title: Title:

Date:

Date:

ANNEX I – Material description
ANNEX II - Research Project

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