

MATERIAL TRANSFER AGREEMENT (MTA)

The Mediterranean Biobank of biological resources of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri" (hereinafter referred to as "IZSSi-BBM"), established in Palermo, via G. Marinuzzi, 3, VAT number 00112740824 represented by its Commissario Straordinario Dr. Salvatore Seminara, born in Termini Imerese (PA) on the 18th of October 1948 and domiciled in Palermo, via G. Marinuzzi, 3 (the Provider)

Transfers

to(the Recipient)

the Material only subject to the following conditions:

1. Definitions

1. For the purposes of this agreement the following definitions shall apply:

- **Provider** is the Mediterranean Biobank of biological resources of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri" (IZSSi-BBM);
- **Recipient** means the Party that requests and receives the Material as specified in the Application Form;
- **Material** means any material or part of it provided to the Recipient and identified in the Application Form;
- **Modification** means any substance that contains or incorporates a significant or substantial portion of the Material, its Progeny or Unmodified Derivative;
- **Progeny** means an unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism;
- **Unmodified Derivative** means any substance created by the Recipient which constitutes an unmodified functional subunit or product expressed by the Material;
- **Recipient Scientist** means the individual scientist who is referenced on the Application Form employed or retained by the Recipient who is responsible for receiving and using the Material
- **Commercial Use** means the sale, lease or other transfer of the Material to any commercial organization.
- **Services:** activities to be performed.

2. Structure of this contract

1. This document consists of:

- **Material Transfer Agreement;**
- **Application Form**, indicating the data regarding the Recipient and the Recipient Scientist, the Material, the price of the transfer, any limitation of use and any other note relating to the nature of the Material and transfer.

3. Purpose of the transfer

1. IZSSi-BBM shall transfer to the Recipient the Material indicated in the Application Form. Unless otherwise agreed, the Material and the Progeny may only be used by the Recipient Scientist for performing scientific research activity. Such activity shall be performed by the internal personnel of the Recipient, i.e. by the Recipient Scientist and his/her collaborators.

4. Recipient Obligations

1. Any Commercial Use of the Material without prior written consent from IZSSi-BBM is strictly forbidden. The Material cannot be transferred, sold, given, distributed to third parties without prior written consent from IZSSi-BBM.

2. In no case the Recipient will start a patent application or exploit the Material, without prior written consent from IZSSi-BBM.
3. Unless otherwise authorized by IZSSi-BBM in writing, the Material and Derivatives shall not be incorporated into any service or product for sale, or used for the commercial provision or production of any service or product for sale. For the avoidance of doubt, genomic or plasmid nucleic acids from all of IZSSi-BBM cultures or microorganisms shall be deemed as Derivatives.

5. Recipient Responsibility

1. The Recipient undertakes to use the Material in full compliance with any national and international applicable law, including any disposition and guidelines regarding health and scientific research. In particular, the Material having intrinsic health risk shall be handled in full respect of the specific law and in compliance with all the necessary precautions.
2. The Recipient represents that within his/her laboratory:
 - access to the Material, Progeny and Modification will be restricted to personnel capable and qualified to safely handle those substances, using appropriate containment;
 - Recipient shall use the utmost precaution to minimise any risk of harm to persons and property and to safeguard them from theft or misuse.
3. The Recipient also acknowledges that in no event the Material applies directly or indirectly to humans.
4. The Recipient assumes all liability for any and all third party damages and claims arising out of or relating to this Agreement, including the receipt, use, handling, storage, conservation of the Material. To the extent permitted by applicable law, the recipient agrees to indemnify, defend and hold harmless IZSSi-BBM against all third party claims, losses, expenses and damages, including reasonable attorneys' fees.
5. IZSSi-BBM shall have no liability towards the Recipient or its employees in the event that the Material and/or Derivatives infringe any intellectual property rights of third parties. IZSSi-BBM makes no warranties for the absence of any third party industrial property rights on the Material.

6. IZSSi-BBM Warranty

1. IZSSi-BBM warrants that all supplied Material complies with its specification as set out by IZSSi-BBM. If the Material does not comply with the specification, the Recipient shall send a written notification to IZSSi-BBM within thirty (30) days after the receipt of the Material (or in the case of non-delivery of Material within thirty (30) days of the agreed scheduled date of delivery), IZSSi-BBM shall at its own discretion either (i) refund the fee paid for such Material (exclusive of shipping and handling charges), or (ii) replace the Material. This warranty is valid if the Recipient ensures that the material has been stored or processed according to the specification detailed on the datasheet provided with the Material. The Recipient hereby accepts the shipping method and conditions for each specific Material and agrees with Incoterms as outlined by IZSSi-BBM at the time of placing the order.
2. In addition, IZSSi-BBM may impose further terms and conditions upon the supply of a particular Material. In this case, IZSSi-BBM shall provide the Recipient with details of these additional terms and conditions. Such additional terms and conditions shall, upon acceptance by Recipient be deemed to be incorporated into the relevant contract.
3. IZSSi-BBM and its employees shall not be responsible for any loss or damage that the Recipient may suffer arising out of or relating to the use of the Material.

7. Industrial Property

IZSSi-BBM is the owner of the property and all the rights on the Material, Progeny and Unmodified Derivative. The transfer does not grant to the Recipient the ownership of the Material, or any intellectual and industrial property rights.

2. IZSSi-BBM and the Recipient shall be co-owners of possible Modifications of the Material or substances created through the use of the Material. In that case the Parties shall negotiate with an appropriate written agreement the means of commercial exploitation, patenting, and the regulation of the respective aspects.

3. In any case, each Party shall be entitled to use such substances for research purposes, internal laboratory and educational activities.

8. Research outcomes and publication

1. The Recipient is free to release scientific publications concerning the outcomes of the scientific research carried out with the Material.

2. Every publication referred to the Material or Derivatives shall acknowledge the source of the Material (quoting the IZSSi-BBM catalogue reference number) giving the due reference to the work of the original depositor.

9. Transfer

The Recipient shall non transfer to third parties any rights under this Agreement.

10. Applicable Law and Jurisdiction

1. This Agreement shall be governed by the Italian law. As regards with anything not expressly provided for in this agreement the Italian law shall apply.

2. Any disputes arising under this Agreement, even relating to interpretation and enforcement of this Agreement, shall be tried in the Court of Palermo (Italy).

<p>For the Mediterranean Biobank of biological resources of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri"</p> <p>_____</p> <p>(date) _____</p>	<p>For the Recipient The Legal Representative</p> <p>_____</p> <p>(date) _____</p>
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Under Articles 1341 and 1342 of the Italian Civil Code the Recipient expressly represents to approve clause under articles 5, 6 and 10 by additional signature below.

For the Recipient
The Legal Representative

I hereby authorize the use of my personal data in accordance to the GDPR 679/16 - "European regulation on the protection of personal data".

Date

Signature



APPLICATION FORM

Annexed to MTA

Provider

Mediterranean Biobank of biological resources
of the Istituto Zooprofilattico Sperimentale
della Sicilia "A. Mirri"
via G. Marinuzzi 3
90129 Palermo

Scientist Provider

Name _____
Phone _____
Email _____

Recipient

Organization _____
Address _____
Country _____

Scientist Recipient

Name _____
Phone _____
Email _____

Material description and NRG-BBM Code:

Material quantity:

Other information:

For the Mediterranean Biobank of biological
resources of the Istituto Zooprofilattico
Sperimentale della Sicilia "A. Mirri"

(date) _____

For the Recipient

The Legal Representative

(date) _____