



MATERIAL TRANSFER AGREEMENT (MTA)

The **Mediterranean Biobank of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri"**, 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

- For the purposes of this agreement the following definitions shall apply:
 - **Provider:** the Mediterranean Biobank of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri" (**BBM**);
 - **Recipient:** the Part that receives the Biological resource;
 - **Customer (scientific provider):** the owner of the Biological resource conferred in Biobank
 - **Biological resource:** the biological material (Pathological Tissue, Cell line, Bacteria, Field serum, Metazoan, Protozoan, Virus) along with related data/information;
 - **Services:** activities to be performed.

2. Structure of this contract

- This document consists of:
 - **Material Transfer Agreement;**
 - **Application Form**, indicating the data regarding the Recipient and the description and quantity of the biological resource

3. Purpose of the transfer

- BBM shall transfer to the Recipient the Biological resource indicated in the Application Form. The Biological resource may only be used by the Recipient for performing scientific research activity.

4. Recipient Responsibility

- The Recipient undertakes to use the Biological resource in full compliance with any national and international applicable law, including any disposition and guidelines regarding health and scientific research. In particular, the biological resource 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 declares:

- that the access to Biological resource will be restricted to personnel capable and qualified to safely handle those substances, using appropriate containment;
- shall use the utmost precaution to minimise any risk of harm to persons and property and to safeguard them from theft or misuse.
- that in no case the Biological resource will be used directly or indirectly for human purposes.
- to assume any responsibility for damage that may result from the use, storage or disposal of the Biological resource.

BBM and the Customer (scientific provider) will not be liable to the applicant for any direct, indirect, incidental damage

5. BBM Warranty

1. BBM warrants that all the Biological resources, supplied and certified by the Customer (scientific provider), are stored in accordance with the requirements to guarantee the storage.
2. If the Biological resource received does not conform to the specifications, the Recipient must send a written notification to the BBM within thirty (30) days from the receipt of the Biological resource.
3. In case of non-delivery of the Biological resource, the Recipient must send a written notification to BBM within thirty (30) days from the agreed delivery date.
4. BBM will replace the unsuitable Biological resource at its own expense. This warranty is valid if the Recipient certifies that the Biological resource has been preserved or processed in accordance with the specifications described in the technical data sheet provided with the Biological resource. The Recipient accepts the shipping method and the conditions of each specific Biological resource.
5. In addition, BBM may impose additional terms and conditions on the supply of a particular Biological resource. In this case, BBM shall provide the applicant with details of these additional terms and conditions.
6. BBM is not responsible for any loss or damage that the Recipient may cause as a result of the incorrect use of the Biological resource.
7. BBM does not assume any responsibility concerning the use of the Biological resource in case of violates any patent, trademark or other property rights of a third part.

6. Biological resource property

1. BBM is not the owner of the stored Biological resources. The ownership is maintained by the Customer (scientific provider) until the transfer to the Recipient who acquires the ownership.
2. Any changes and/or uses of the Biological resource other than scientific research shall be agreed between the Customer (scientific provider) and the Recipient.

7. Research outcomes and publication



1. The Recipient is free to release scientific publications concerning the outcomes of the scientific research carried out with the Biological resource.
2. Every publication referred to the Biological resource shall acknowledge the source of the Biological resource quoting the BBM and the catalogue reference number of the Biological resource.

9. Transfer

The Recipient shall no transfer to third parties any rights under this Agreement.

9. Disputes

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>Mediterranean Biobank (BBM) Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri The Legal Representative</p> <p>_____</p> <p><i>(name and surname)</i></p> <p>_____</p> <p><i>(stamp and signature)</i></p> <p>Date _____</p>	<p>The Recipient The Legal Representative</p> <p>_____</p> <p><i>(name and surname)</i></p> <p>_____</p> <p><i>(stamp and signature)</i></p> <p>Date _____</p>
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Under Articles 1341 and 1342 of the Italian Civil Code the Recipient expressly represents to approve all the articles of this contract

I authorize the processing of personal data according to GDPR (EU Regulation 2016/679) and D.Lgs. 101/2018

Date

The Recipient signature



BIOBANCA DEL MEDITERRANEO
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via G. Marinuzzi 3 -90129 Palermo
Telefono: +39 091 6565 224
Email: biobancadelmediterraneo@izssicilia.it



APPLICATION FORM

Name _____
Surname _____
Institution _____
Address _____
Country _____
Telephone _____
E-mail _____

Description and NRG-BBM code of the Biological resource:

Material quantity:

Further Informations:

The Recipient

(stamp and signature)

Date _____