

MATERIAL TRANSFER AGREEMENT

Agris BNSS Culture Collection

1. SCOPE OF AGREEMENT

This AGREEMENT applies to the use, handling, distribution and any deposit of microbial cultures (hereinafter called "MATERIAL") supplied by Agris BNSS Culture Collection (Bonassai, Sassari, Italy), and is stipulated between:

- A. Agris Sardegna, registered office in Località Bonassai, km 18.600 SS 291, 07100 Sassari, represented by Dr. Giovanni Piras, as Director of the Animal Products Research Service (hereinafter referred to as "SUPPLIER") and
- B. _____, Address _____ n. _____, CAP _____
City _____, Prov. (____), Country _____ represented by _____
_____, as _____; (hereinafter referred to as "RECIPIENT").

Provided that

- the RECIPIENT intends to use for non-commercial purposes the MATERIAL listed in this AGREEMENT;
- the SUPPLIER undertakes to supply such MATERIAL in accordance with the provisions of this AGREEMENT;
- the terms and conditions are applicable to the use, treatment, supply and distribution of the following MATERIAL:

Description			
Genus and species	Quantity	Supply conditions	Strain number

- this MATERIAL is transferred only for the use specified as follows:

it is hereby agreed as follow.

2. DEFINITIONS

- 2.1** AGREEMENT: this document
2.2 SUPPLIER: Agris BNSS Culture Collection
2.3 RECIPIENT: The party to whom the Agris BNSS Culture Collection sends the MATERIAL.
2.4 ORIGINAL MATERIAL: that which is supplied to the Recipient, as described in the present Agreement.
2.5 PROGENY: unmodified descendant (e.g. sub-culture or replicate) from the ORIGINAL MATERIAL.
2.6 UNMODIFIED DERIVATIVES: replicates or substances which constitute an unmodified functional subunit or product expressed by the MATERIAL, such as, but not limited to, purified or fractionated subsets of the MATERIAL, including expressed proteins or extracted or amplified DNA/RNA.

- 2.7 MODIFICATIONS: substances produced by the RECIPIENT by using the MATERIAL, which are not the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES, and which have new properties. MODIFICATIONS include, but are not limited to, recombinant DNA clones.
- 2.8 MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS.
- 2.9 LEGITIMATE EXCHANGE: the transfer of the MATERIAL between scientists working in the same Laboratory, or between partners in different Institutions collaborating on a defined joint project, for non-commercial purposes. This also includes the transfer of MATERIAL between public service culture collections/BRCs for accession purposes, provided the further distribution by the receiving collection/BRC is under MTA conditions equivalent and compatible to those in place at the supplying collection.
- 2.10 COMMERCIAL PURPOSES: The use of the MATERIAL for the purpose of profit. Commercial use also includes that by any person, including the RECIPIENT, who performs commissioned research, including the selection of compound's libraries, on behalf of a non-profit organization, to produce or manufacture products for sale, or to conduct research, which results in the sale, lease, license or transfer of the Materials to a for-profit organisation.
- 2.11 NON-COMMERCIAL PURPOSES: research, teaching or other activities carried out by the RECIPIENT, without direct links with commercial activities such as the sale, license, or transfer of Material to a person who carries out an economic activity for profit.
- 2.12 INFORMATION: includes, without limitation, any scientific, technical or commercial information provided to the RECIPIENT by the Agris BNSS Culture Collection under this AGREEMENT.

3. RIGHTS, RESTRICTIONS AND LIABILITY OF THE RECIPIENT

- 3.1 RECIPIENT agrees that all information provided to the COLLECTION in connection with any order for MATERIAL is accurate and complete, and otherwise complying with applicable laws and regulations.
- 3.2 RECIPIENT shall not sell, distribute or propagate for distribution, lend, or otherwise transfer the MATERIAL to any others.

4. USE OF MATERIAL

In execution of this AGREEMENT, the RECIPIENT undertakes to receive the ORIGINAL MATERIAL and to apply the following provisions:

- 4.1 The RECIPIENT must use the MATERIAL in accordance with the laws and regulations, guidelines and recommendations issued by international and national bodies applicable to such MATERIAL. In particular, the MATERIAL must be used in effective compliance with ethical standards, taking into account the control procedures and ethical guidelines adopted by the aforementioned international and national bodies.
- 4.2 RECIPIENT therefore assures that within their laboratory (i) access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and (ii) RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to maintain and use it with appropriate precautions to minimize any risk of harm to persons, property, and the environment, and to safeguard it from theft or misuse.
- 4.3 The MATERIAL is to be used exclusively for study and research purposes, and therefore not for commercial activities from which profit may be derived.
- 4.4 The Material may not be transferred to third parties without the prior written consent of the SUPPLIER. If it is necessary to resort to a LEGITIMATE EXCHANGE or transfer to another third party (acting on a non-profit basis), this party must enter into an AGREEMENT with the SUPPLIER, substantially the same as this.
- 4.5 The RECIPIENT may request the SUPPLIER to extend the scope and activities envisaged, by the signing of a new AGREEMENT.

5. PUBLICATION OF RESULTS

- 5.1 The RECIPIENT has the right to publish the results relating to the activities carried out on the MATERIAL, provided that the SUPPLIER is cited as the source of the MATERIAL and, in the case of results deriving from collaborative activities, also among the authors of the publications. Furthermore, the MATERIAL must always be mentioned with the unique access code of the collection to which it belongs.
- 5.2 The RECIPIENT must send the SUPPLIER the copy of all publications directly deriving from the use of the MATERIAL no later than three (3) months from the date of publication.

6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights and all data, results and discoveries deriving from the use of the Material are

- the exclusive property of the RECIPIENT or shared with the SUPPLIER, if deriving from collaborative activities, except as expressly provided herein item.
- 6.2** The SUPPLIER will retain the exclusive property of the ORIGINAL MATERIAL possibly included in the results deriving from the RECIPIENT's research activity.
 - 6.3** The RECIPIENT has the right to patent the inventions (including the MODIFICATIONS) made through the use of the MATERIAL, but will have to share the patent claims of the MODIFICATIONS, the production methods or the use of the MATERIAL and the patent with the SUPPLIER.
 - 6.4** If the RECIPIENT deposits a patent relating to a process invention directly deriving from the use of the MATERIAL, said RECIPIENT must grant the SUPPLIER a free, non-exclusive license to use, which gives the right to transfer and sub-licenses, for its own internal activity research and teaching, allowing the SUPPLIER to continue distributing the MATERIAL to third parties.
 - 6.5** If the RECIPIENT desires to use the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSE(S), it is the responsibility of the RECIPIENT, in advance of such use, to negotiate in good faith the terms of any benefit sharing with the appropriate authority in the country of origin of the MATERIAL or MODIFICATIONS.
 - 6.6** Upon request from the SUPPLIER, the RECIPIENT agrees to provide the SUPPLIER with a reasonable quantity of published materials made directly by the RECIPIENT following the research activity carried out using the MATERIAL. These materials must be used for the SUPPLIER's internal use, for research and teaching activities. The supply of these materials must be free of charge. Only reasonable packing and delivery costs will be charged.
 - 6.7** Except as provided in this AGREEMENT, no other intellectual property rights or other proprietary rights of the SUPPLIER shall be attributed to the RECIPIENT.

7. WARRANTY AND RESPONSIBILITY

- 7.1** MATERIALS provided under this AGREEMENT are intended to be of an experimental nature.
- 7.2** RECIPIENT agrees that MATERIAL designated Risk Group 2 or above (as defined by the national regulations of the country where the Collection is located) may cause human disease, and that MODIFICATIONS, or other MATERIAL, not so designated, may cause human disease under certain conditions.
- 7.3** RECIPIENT agrees that any handling or other activity undertaken in their laboratory with the MATERIAL will be conducted under their responsibility and in compliance with all applicable laws and regulations.
- 7.4** The RECIPIENT assumes all liability for damages which may arise from the use, storage or disposal of the MATERIAL.
- 7.5** The SUPPLIER assumes no responsibility and does not guarantee the suitability of the MATERIAL for any purpose other than those relating to this AGREEMENT, or that the use of the Material does not infringe any patent, trademark, or other proprietary right of a third party.
- 7.6** The SUPPLIER will have no liability towards the RECIPIENT for any consequential, incidental, indirect damages, or for the application of penalties of any kind deriving from the execution of this AGREEMENT or for the performance of activities concerning the MATERIAL, even in the hypothesis in which the SUPPLIER has been advised of the possibility of such damages or consequences.
- 7.7** The only remedy against the SUPPLIER for any contractual and non-contractual damages will be the replacement of the MATERIAL.
- 7.8** The SUPPLIER declares and guarantees (based on the tests carried out in its laboratories) that the MATERIAL is pure, viable at the time of supply and for a period of fifteen (15) days, if stored correctly (in unopened packaging, 4-6 °C).
- 7.9** Disclaimer of Warranties. Except as expressly provided in this AGREEMENT, there is no representation or warranty by the SUPPLIER as to authenticity, typicality, concentration, safety, merchantability or fitness for a particular purpose.
- 7.10** The SUPPLIER may, at its discretion, provide technical assistance and information regarding the MATERIAL or other products and procedures associated with the use of the MATERIAL. The SUPPLIER makes no warranties of any kind, express or implied, regarding the technical assistance or the information provided. It is the responsibility of the RECIPIENT to evaluate the technical assistance and information regarding the use, application and suitability of the MATERIAL.

8. LIMITATION OF LIABILITY

- 8.1** The RECIPIENT acknowledges the experimental nature of the MATERIAL, the potential danger associated with the use of the Material and agrees that, from the moment of receipt of the MATERIAL, the assumption of adequate precautions to minimize any health risk becomes entirely his responsibility. The SUPPLIER is not responsible for any damages resulting from the inappropriate, negligent or incorrect use of the MATERIAL.
- 8.2** The SUPPLIER is not responsible for identification errors, insufficient concentration, safety, purity or changes

in the properties of the supplied MATERIAL.

- 8.3 The SUPPLIER shall have no liability to the RECIPIENT for any consequential accidental, indirect, particular or economic damages arising out of or based on anything agreed under this AGREEMENT.
- 8.4 The RECIPIENT accepts that the MATERIAL is used under his own responsibility, in accordance with all applicable laws and regulations.
- 8.5 The RECIPIENT shall indemnify the SUPPLIER, according to the law, against all claims and liabilities by third parties, including, without limitation, claims relating to the receipt, handling, storage, transfer, sale, use and misuse or other transgressions with respect to the transferred MATERIAL.
- 8.6 The SUPPLIER shall not be liable to the RECIPIENT, for losses or third-party claims against the RECIPIENT.

9. CONFIDENTIALITY

- 9.1 THE RECIPIENT must keep the INFORMATION confidential and not disclose it to third parties, without the prior written consent of the SUPPLIER.

10. DELIVERY OF MATERIAL

- 10.1 The SUPPLIER ships the MATERIAL in compliance with the international safety regulations of the IATA.
- 10.2 After delivery to the carrier, loss or destruction of this MATERIAL is at the risk of the RECIPIENT.
- 10.3 The RECIPIENT is responsible for securing all necessary permissions to receive his order. Proof of such permits shall be provided to the SUPPLIER if requested.

11. FINAL TERMS

- 11.1 This AGREEMENT complies with Italian law and with the legal sources of the European Union.
- 11.2 The RECIPIENT must keep the books, records and other documents in order to provide all reasonable details to the SUPPLIER, to verify the fulfillment of the obligations deriving from this AGREEMENT. The RECIPIENT will allow these documents to be possibly inspected and checked by one or more experts appointed by the SUPPLIER.
- 11.3 Any controversy deriving from the interpretation and/or execution of this AGREEMENT, which cannot be resolved amicably, will be decided by the competent judge of the Court of Sassari (Italy).
- 11.4 This AGREEMENT enters into force on the date of signature and remains in force for as long as the recipient has possession of the MATERIALS or MODIFICATIONS.
- 11.5 The RECIPIENT or the SUPPLIER may withdraw from this AGREEMENT, by means of a preliminary written communication, containing the indication of the breach to be remedied, if the other party does not remedy it within 30 calendar days of receipt of the aforementioned communication.
- 11.6 The provisions of this AGREEMENT relating to intellectual property, confidentiality and liability shall continue to apply after the termination of this AGREEMENT, for whatever reason.
- 11.7 Should the Material or any part thereof be in the possession of the RECIPIENT prior to the execution of this AGREEMENT, it will apply retroactively.

The SUPPLIER will transfer the material under the terms and conditions specified in this Material Transfer Agreement. The RECIPIENT accepts the terms and conditions of this Material Transfer Agreement by placing an order with the collection.

Read and signed for acceptance.

Date _____

The RECIPIENT

The SUPPLIER
