MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("MTA") is effective beginning on the date of the latter of two authorized signatures of the parties. The parties in this agreement are the **INSTITUTION NAME** (hereinafter “RECIPIENT”), a **not-for-profit** research institution located at **INSTITUTION ADDRESS**, on behalf of its investigator, **Dr. INVESTIGATOR** (hereinafter “RECIPIENT INVESTIGATOR”) and the **DEPARTMENT OF BIOMEDICAL SCIENCES, NATIONAL RESEARCH COUNCIL OF ITALY (CNR) (hereinafter “PROVIDER”)** located at **Piazzale Aldo Moro 7, 00185 Roma, Italy** on behalf of its investigator **Dr. Marie-Louise Bang** (hereinafter “PROVIDER INVESTIGATOR”) located at the Institute of Genetic and Biomedical Research (IRGB)-CNR, Milan Unit, located at Via Manzoni 113, 20089 Rozzano (Milan), Italy.

1. PROVIDER agrees to transfer to RECIPIENT the following:

**DESCRIPTION OF MATERIAL** (hereinafter “Biological Material”).

Any medium in which such Biological Material is provided, any unmodified progeny of or descendant from the original Biological Material (such as virus from virus, cell from cell or organism from organism), any immediate or remote progeny of or descendant from organisms or cell lines containing the same genetic mutation or lesion as the original Biological Material, and any substance which constitutes an unmodified functional sub-unit or an expression product of the original Biological Material (such as sub-clones of unmodified cell lines, purified or fractionated sub-sets of the original Biological Material, proteins expressed by DNA/RNA supplied by PROVIDER, monoclonal antibodies secreted by a hybridoma cell line, or sub-sets of the original Biological Material (such as novel plasmids or vectors) shall be considered to be a part of the Biological Material. Such Biological Material, unmodified progeny or descendant, shall be covered by this MTA (hereinafter "MICE").

1. CROSS-BRED MICE. If MICE are bred by RECIPIENT with mice of another strain or which contain a different or additional genetic mutation or lesion (“Cross-Bred Mice”), PROVIDER and RECIPIENT shall jointly own such Cross-Bred Mice.
2. PURPOSE OF THE TRANSFER. The MICE will be used by RECIPIENT for research **to/on** **STATEMENT OF INTENDED USE OF MATERIAL** (hereinafter "Research Project"), and will not be used for commercial purposes such as screening, production or sale, for which a commercialization license may be required. RECIPIENT shall not use the MICE in research funded by a for-profit entity without written consent from PROVIDER. The MICE will not be used for research, testing or treatment involving human subjects or for making any decisions relating to human diagnosis or care. RECIPIENT agrees to comply with all Federal and local rules and regulations applicable to the Research Project and the handling of the MICE.
3. ACKNOWLEDGMENT. In all oral presentations or written publications concerning the Research Project, RECIPIENT will acknowledge the PROVIDER as the source of the MICE.
4. NO FURTHER TRANSFER. The MATERIAL is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision and will not be transferred to any third parties not under direct supervision of the RECIPIENT without advance written approval of the PROVIDER. PROVIDER reserves the right to distribute the MICE to others and to use it for any and all purposes.
5. OWNERSHIP AND NEW USE OF MICE. PROVIDERretains all ownership rights, including intellectual property rights, in the MICE. If, during the Research Project, RECIPIENT discovers any new uses of the MICE (“New Use”), whether patentable or not, RECIPIENT will promptly disclose such New Uses to PROVIDER in writing and specify PROVIDER’s role as the supplier of the MICE, as well as the role, if any, of any PROVIDER employee in creating the New Use. PROVIDER will hold such written disclosure in confidence. Inventorship of any New Uses shall be determined in accordance with the applicable law of the country of the patent or patent application. Ownership of patents shall follow inventorship of New Uses. Ownership of any New Uses not subject to patent law shall be determined based on each party’s contribution to the conception of such New Uses.
6. CONSIDERATION. In consideration of PROVIDER providing the MICE, RECIPIENT hereby grants to PROVIDER a non-exclusive license to use the New Use for non-profit, research and academic purposes. In the event that RECIPIENT wishes to commercialize the New Use that PROVIDER has a right to or that uses or incorporates MICE, the parties will negotiate a commercial license and any agreements between the parties that may be necessary to implement such strategy.

1. NO WARRANTIES. THE MICE ARE BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER makes no representations that the use of the MICE will not infringe any patent or proprietary rights of third parties.
2. RECIPIENT BEARS ALL RISK. THE MICE ARE TO BE USED WITH CAUTION AND PRUDENCE IN ANY EXPERIMENTAL WORK, SINCE ALL OF ITS CHARACTERISTICS ARE NOT KNOWN AND FURTHER IT MAY BE INFECTIOUS OR OTHERWISE HAZARDOUS. RECIPIENT shall bear all risk to it and/or any others resulting from any use, directly or indirectly, to which it puts the MICE.
3. NO LIABILITY TO PROVIDER. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages, which may arise from RECIPIENT’S use, storage or disposal of the MICE. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MICE by RECIPIENT.
4. NO RIGHT OR LICENSE. RECIPIENT understands that no other right or license to the MICE is granted or implied as a result of transmission of the MICE by PROVIDER to RECIPIENT.
5. SHIPPING COSTS. RECIPIENT is responsible for payment of all costs associated with the shipment of MICE, including any export or customs fees.
6. NO MODIFICATION. No modification of this MTA shall be effective unless made in writing and duly executed by an authorized signatory on behalf of each party.
7. TERMINATION. Either party shall have the right to terminate this MTA upon thirty (30) days prior written notice. Upon termination of this MTA, RECIPIENT shall, at PROVIDER’s option, either return or destroy any MICE in RECIPIENT’s possession.
8. ENTIRE UNDERSTANDING. This MTA constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter.
9. COUNTERPARTS; FACSIMILE. The Parties agree that this Agreement may be executed by facsimile or electronic copy and in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

|  |  |  |  |
| --- | --- | --- | --- |
| **RECIPIENT: INSTITUTION NAME** | | | |
| By: |  | Date: |  |
| Name:  Title: | Recipient Investigator |  |  |
|  |  |  |  |
| By: |  | Date: |  |
|  | Signature of Authorized Official |  |  |
| Name: |  |  |  |
| Title: |  | | |
|  |  |  |  |