

MATERIAL TRANSFER AGREEMENT

BETWEEN

Institut d'Investigació Biomèdica de Bellvitge "IDIBELL" (Provider)

And *(Full name of the company)* (Recipient)

L'Hospitalet de Llobregat, 5th October 2020

Of the one part, Dr. Gabriel Capellá Munar, with national identity card number 46114965-B, acting on behalf of **Institut d'Investigació Biomèdica de Bellvitge** (hereinafter referred to as "IDIBELL" or "Provider"), with registered office at Gran via de L'Hospitalet 199, 08908 L'Hospitalet del Llobregat (Barcelona), Spain, with tax identification number G-58863317, acting with power to act in his capacity as Director of IDIBELL.

Of the other part, *Mr./Ms.[...]*, with national identity card number [...], acting on behalf of *[name of the Company]*, with registered office at *[include address]*, with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in *his/her capacity as [...]* acting with power to act on the name and on behalf of the *[name of the Company]* (hereinafter referred to as the "Recipient").

The Provider and the Recipient are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this agreement and to that effect they state the following:

WHEREAS

- I.** The Provider, through IDIBELL, a non-profit organization whose foundational purpose is to promote and serve as a channel for the promotion of scientific and technical research, as well as enhancement of the areas of training, education and development in the field of health care conducts research in the field of **Neurometabolic diseases under the supervision of Dra Aurora Pujol.**

- II. As a result of the mentioned research, the Provider is the owner of the material (...) **(describe the material)**, including know-how, intellectual property and copyright rights and the information described in Annex 1 attached to this Agreement and that forms part thereof (hereinafter the “Material”).
- III. The Recipient is **a/an (...) [entity/company]** with the following main purposes (...)
- IV. Recipient is interested in receiving the Material for the sole purpose of using it in the project as detailed / for the purposes described in Annex 2 of this Agreement (hereinafter, the “Project”) and the Provider has agreed to deliver to the Recipient the Material.

Therefore, the Parties enter into this agreement in accordance with the following:

CLAUSES

1. PURPOSE

- 1.1. The purpose of this Agreement is to establish the terms and conditions that shall govern the transfer of the Material from the Provider to the Recipient, so the Recipient can use the Material for the development of the Project described in Annex 2 to the present Agreement.

2. USE OF THE MATERIAL

- 2.1. The Recipient represents and warrants that it shall only use the Material for the purpose of the Project in order to make the research specifically described in Annex 2 to this Agreement.
- 2.2. The Recipient agrees that it shall not be entitled to use, perform tests and / or carry out any other analysis of the Material nor any of its analogs, derivatives, synthesis or mixture of compounds for purposes not described in Annex 2, by itself or through third parties. The Recipient agrees not to make, develop, use, carry out tests and / or analyze the Material in any way for commercial purposes.
- 2.3. The Material shall not be used in research under consulting or license agreements of the Recipient or its scientific and / or employees with individuals, companies or other institutions not bound by this Agreement, without the prior written consent of the Provider.

- 2.4. The Recipient represents and warrants that it will use the Material in compliance with all applicable laws and regulations, including but not limited to health legislation relating to research involving the use of animals. The Parties agree that the Material SHALL NOT BE USED IN HUMANS.
- 2.5. The Material shall be stored and used only at the premises of the Recipient who undertakes not to change the location of the Material or the custody of the same without the prior written consent of the Provider. The Recipient also undertakes to limit access to the Material to those of its employees taking part in the Project who require access to the Material for the fulfillment of their responsibilities hereunder. In this regard, the Recipient ensures that all of its employees having access to Material shall comply with the provisions of this Agreement.
- 2.6. This Agreement does not restrict the right of the Provider to transfer, deliver or distribute the Material to third parties for commercial purposes or not, or to continue their own research and development of the Materials.
- 2.7. The present Agreement does not restrict the right of the Provider to publish, disclose or communicate information related to the Material.
- 2.8. The Recipient acknowledges that the Provider does not grant any license to commercial use of the Material and that it may grant licenses to third parties for commercial purposes on an exclusive or non-exclusive basis.

3. DELIVERY AND TRANSFER OF THE MATERIAL

- 3.1. The Provider shall deliver the Material, know-how and information within the term and conditions described in Annex I, to the following address:
- 3.2. Both parties design as liable contacts for the transmission and reception of the material the following persons for notifications:

	Provider	Recipient
Principal Investigator	Dra. Aurora Pujol	
Position/Title	Principal Investigator	
Address Shipment and reception	Gran via de L'Hospitalet 199, 08908 Hospitalet del Llobregat, Barcelona (Espanya)	
Scientific		

Notifications	apujol@idibell.cat	
General notifications	Business Development & Innovation Area Gran via de L'Hospitalet 199, 08908 Hospitalet del Llobregat, Barcelona (Espanya) innovacio@dibell.cat	

Any notification sent to the electronic addresses listed in the preceding clause shall be deemed correctly made, except if the address has previously change reported.

4. ECONOMIC CONSIDERATION

- 4.1 The Parties agree that the only financial obligation under this Agreement for the Recipient shall be the payment of the costs, handling, packaging and transport of the Material from the premises of the Provider to the Recipient.

5. LIABILITIES

- 5.1. The Material is experimental in its nature and it is transferred without any kind of warranty, express or implied, including but not limited to commercial warranties or fitness for a particular purpose. The Provider makes no representations regarding the non-infringement of any patent, copyright or any other proprietary rights of a third party by the Material. Unless otherwise expressly stated in this Agreement, the Recipient has no rights over the Material or any of its compounds.
- 5.2. The Provider shall not be liable for any damages arising from the use of the Material by the Recipient and/or its employees. Upon delivery of the Material, the Recipient shall indemnify and hold the Provider harmless for any loss, claim, damage or liability, which may arise from, the use, handling, storage or disposal of the Material by the Recipient and/or its employees unless loss, claim, damage or liability arises due to negligence or willful misconduct of the Provider.
- 5.3. The recipient shall ensure that the material complies with all consents required by the current biomedical laws and with previous material-related MTA with third parties. The Provider shall not be liable for any claims for damages due to non-compliance with the material in the previous section.

6. TERM

- 6.1. The present Agreement shall be valid for a term of one year from the date the Material is received by the Recipient. However, the obligations of confidentiality and non-use of Confidential Information by the Parties shall not be extinguished and will remain in force as long as the confidential information is not in the public domain unless the Recipient has infringed its obligations.
- 6.2. The Parties may extend the term of the present Agreement, if the desired results have not been achieved by the end of the term and / or the parties want the Agreement to be extended. In the event of an extension, the Parties shall sign an extension of the Term before its ending. The present Agreement cannot be assigned neither by virtue of any law nor by any other means, without the prior consent in writing of the Provider.
- 6.3. This Agreement is not transferable, either by law or otherwise, without the prior consent in writing of the Provider.

7. RESULTS, INTELLECTUAL PROPERTY AND COPYRIGHT

- 7.1. The Recipient shall inform the Provider, in writing and confidentially, of the results of the research carried out with the Material each one (1) month.
- 7.2. The Recipient shall notify immediately to the Provider in the event that a result could be legally protected.
- 7.3. The Recipient acknowledges that all intellectual property rights or copyright over the Materials including any extract or replica thereof, are the exclusive property of the Provider.
- 7.4. The Parties agree that nothing in this Agreement shall be construed as an assignment or transmission of any intellectual property rights or copyright related to the Material in favor of the Recipient or a third party, including without limitation any and all patents, utility models, industrial design, trade secrets, and any other worldwide intangible or tangible right related to Material belonging to the Provider which are not expressly granted herein.
- 7.5. The Material is or may be the subject of a patent application or other legal rights recognized to the Provider.

- 7.6. If, as a result of the execution of the Project by the Recipient over the Material, a result that may be legally protected is developed and the Recipient has had a relevant role in the development, the Parties agree to conclude a document regarding the ownership of any copyright and / or intellectual property rights and the scope for the exploitation of the results.
- 7.7. If, as a result of the execution of the Project by the Recipient over the Material, a result that may be legally protected or commercially exploited is developed (hereinafter, the "Results"), Results shall be the property of both Parties in equal parts. However, both parties shall grant each other a free license, worldwide, non-transferable, and on a non-exclusive basis, to use the Results obtained by the Recipient for the development of any research (but not for commercial purposes).
- 7.8. In any event, regarding the protection of intellectual property or copyright rights relating to the Results, the Parties shall respect at all times the moral rights of the inventors or authors, according to the applicable law in force.

8. CONFIDENTIALITY

- 8.1. Both Parties agree not to disclose, under any circumstances, the scientific, technical and / or business information belonging to the other Party to which they had access within the framework of this Agreement, and in particular undertake to not disclose data and information relating to the Material.
- 8.2. The confidentiality obligation hereinabove mentioned shall not apply if:
- The information was already known by the Party receiving the information prior to the starting of their cooperation, as long as there is evidence of such knowledge.
 - The information received is in the public domain or comes into the public domain through means different to an infringement of the confidentiality obligation stated in clause 8.1 above.
 - The Party receiving the information obtains the prior consent in writing for its disclosure by the Party disclosing the information
 - The Party has received the information legally from a third party.

Without prejudice to the foregoing, the Party receiving the confidential information from the other Party may disclose it as a result of an administrative or court order, as long as Party requested to disclose the information has previously notified the

other Party and has given the other Party (if possible) the opportunity to oppose to the necessity of such disclosure and/or it has been given the opportunity to request any injunction or protective measure so any confidential information is disclosed only for the purpose of such order.

- 8.3. Each Party warrants that all its employees shall be obliged to know and maintain the confidentiality obligation stated in the present clause.

9. PUBLICATIONS

- 9.1. In the event that the Recipient wants to use, partially or totally, the Results related to the Material for its disclosure by any means, the Recipient shall request the authorization of the Provider so that the Provider can adequately protect its rights over the Material as well as the intellectual property rights and / or copyright that may be affected by the disclosure.

- 9.2. Upon reception of such notification, the Provider shall reply within forty five (45) days, providing its authorization, its objections, or its disagreement with such publication. Any objection or disagreement shall be based on reasonable and justified grounds. The absence of any reply within the abovementioned period shall be deemed as an authorization of the proposed disclosure.

- 9.3. In any publication of the results, there shall be an appropriate acknowledgement to the researchers of the Provider whose contribution to obtain the Material has been relevant. The Recipient shall not use the name of the Provider for commercial or marketing purpose unless expressly authorized by the Provider.

10. TERMINATION

- 10.1 In addition to the cases specifically regulated by the applicable legislation in force, the Agreement shall be terminated in the following cases:

- a. By the expiration of the contractual term agreed.
- b. At any time, by mutual agreement in writing.
- c. By the breach by a Party of any of the obligations under the Agreement, as long as such breach is not remedied within a maximum period of thirty (30) days after written request for the remedy, unless such breach is irreparable or makes impossible the fulfillment of this Agreement to the complaining

Party, in which case the termination may be immediate, and in any case without prejudice to any claim for damages that may correspond to either Party.

10.2 Upon termination of the Agreement, the Material shall be either returned to the Provider or destroyed, following the instructions of the Provider.

11. PERSONAL DATA

11.1 In accordance with what is established in force in the regulations regarding the protection of personal data, especially in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Organic Spanish Law 3/2018, of December 5th, regarding the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD), the Parties shall obligate, in relation to (i) the personal data of the other Party or (ii) the data to which one of the Parties accesses on behalf of the other Party for the execution of the Project, to:

- (a) Treat the data only in accordance with the instructions of its owner;
- (b) Not apply or use the data for purposes other than those described in this Contract;
- (c) Not to communicate the data to third parties or copy them, not even for their preservation;
- (d) Implement security measures that are applicable by regulation, in order to preserve the integrity, confidentiality and availability of data; Y
- (e) Destroying or returning the data to its owner, as well as any support or document that may contain any data that has been subject to treatment once the execution of the Projects has ended.

12. MISCELLANEOUS

12.1. In case any clause of this agreement is declared void by the competent jurisdiction, in all cases the remaining clauses will remain in full force.

12.2. This agreement shall not be modified except by written agreement between the Parties.

ANNEX 1 – MATERIAL

ANNEX 2 – PROJECT