

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (**MTA**) is by and between:

The Universidad Autónoma de Madrid (hereinafter referred to as "**UAM**") having its place of business at highway of Einstein, 3, E28049, Madrid, represented for this act by Mr. Javier Ortega García, in his capacity of Vice-rector of Innovation, Transfer and Technology. on the one hand, and _____ located _____ hereinafter referred to as the "Recipient" on the other hand.

WHEREAS, **UAM** has agreed to provide the **Material** (as defined below) developed by _____;

WHEREAS, **Recipient** has requested to receive **Material** to **UAM** for Research Purposes;

NOW, THEREFORE, the parties hereto agree that Provider transfers the Material to Recipient under the following terms and conditions:

ARTICLES

1.- Effective Date

This Agreement is made effective in the date of _____

2.- Provider Investigator and Material

The **Provider Investigator** from **UAM**, responsible for the **Research Material** described below, is:

Description of the **Material** object of the present agreement:

3.- Recipient Institution and research purposes

The **Recipient Institution** is:

The research to be conducted by Recipient's institution using the Material is restricted to the project described hereafter:

4.- Use/Ownership of Provided Items and Derived Items

The **Material**, above described, is provided by **UAM** for the **Recipient** use under the following conditions:

- a. Recipient agrees that all Information and Materials (collectively "Provided Items") provided hereunder are and shall be property of UAM.
- b. Recipient agrees that any Derived Items conceived, derived, reduced to practice, made, or developed by Recipient utilizing the Materials shall be immediately disclosed

to UAM and shall be the sole property of UAM. Recipient disclaims any rights to the aforementioned Provided Items and Derived Items and shall assert no copyright, patent, or other claim to their use, development, and/or production. Recipient shall use the Provided Items and Derived Items solely for the Study under the terms of this Agreement, shall not employ them for any commercial purposes, and shall not provide them to any third party without UAM's prior written consent. Recipient shall assist UAM in obtaining copyrights and/or patents in UAM's name covering any of the foregoing Provided Items and Derived Items.

c. Except as expressly provided in this Agreement, **no rights are provided to Recipient** under any patents, patent applications, trade secrets or other proprietary rights of Provider or of any third party that may have such rights related to Materials. In particular, no rights are provided to use the Material for profit-making or commercial purposes, such as sale; use in manufacturing; use in drug screening, evaluation and/or design programs; provision of a commercial service to a third party based upon the Material or Modifications; or in subject matter licensed for commercial purposes.

d. **The Material will not be further transferred** to others without the Provider's prior written consent. The Recipient shall refer any request for the Material to the Provider.

e. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations.

f. The Material is provided at no cost, or with an optional transmittal fee solely to reimburse the Provider for its preparation and distribution costs.

g. Provider shall provide Recipient all information necessary to allow Recipient to comply with all applicable import laws.

h. A copy of any publication or other public disclosure, written or oral, concerning, relating to or derived from the Materials or their use, shall be provided by Recipient to Provider. Recipient agrees to acknowledge Provider as the source of the Materials in all publications containing any data or information that discloses or relates in any way to Recipient's use of the Materials, unless otherwise agreed to by Provider.

i. The Recipient agrees to use the Biological Resource complying with the following terms and conditions set forth by the Depositor, which are specified in the EMMA Catalogue and/or Website. In publishing the research results obtained by use of this Biological Resource, a citation of the following literature designated by the depositor is requested: Sci Rep. 2018 Jun 4;8(1):8543. doi: 10.1038/s41598-018-26855-x.

5.- Confidentiality. During the term of this Agreement, including any extension thereof, and for ten (10) years thereafter, Recipient, its employees, agents, subcontractors, or affiliates shall exert its best efforts to exercise all reasonable care to prevent the unauthorized disclosure of Confidential Information (no less care than the degree of care employed by Recipient, its employees, agents, subcontractors, or affiliates to preserve and safeguard its own confidential information), shall not provide it to any third party, and shall not use it for any purpose other than that indicated in this Agreement without UAM's prior written approval.

As used herein, the term "Confidential Information" refers to all Provided Items including all information concerning UAM, the Study, and Compound disclosed to Recipient by UAM, as well as all information developed as a result of conducting the Study including Derived Items, Interim Reports, and Final Report, except any portion thereof which:

- is known to Recipient, its employees, agents, subcontractors, or affiliates before receipt thereof under this Agreement, or
- is independently developed by or for Recipient, its employees, agents, subcontractors, or affiliates without benefit of UAM's Confidential Information, as evidenced by its written records (except as previously disclosed by UAM to Recipient or gained through prior services provided by Recipient to UAM under an ongoing obligation of confidentiality); or
- is disclosed to Recipient, its employees, agents, subcontractors, or affiliates without restriction after the effective date of this Agreement by a third party having a legal right to make such disclosure; or
- is or becomes part of the public domain through no fault of Recipient, its employees, agents, subcontractors, or affiliates.

6.- Term and Termination. This Agreement shall be effective for one year from the date of full execution of this Agreement and may be extended by a written agreement signed by the parties. UAM may terminate this Agreement without cause upon written notice to Recipient given thirty (30) days prior to the date upon which termination is to take effect. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto.

7.- Disputes. The parties agree to resolve any differences in interpretation and application of the present Agreement in an amicable manner. In the case of an amicable solution not being possible, and with reasonable justification for litigation, both parts agree, with expressed renouncement of any other jurisdiction that could correspond them, to submit to the jurisdiction and competence of the Courts of Madrid.

This Agreement is executed in three originals and duly signed by the authorized representatives of the parties hereto, as printed below:

FOR PROVIDER INSTITUTION:

Authorized signature: _____

Name:
 Title:
 Date: , , 20

Provider scientist signature: _____

Name:
 Date: , , 20

FOR RECIPIENT INSTITUTION:

Authorized signature: _____

Name
 Title:
 Date: , , 20