



## **MATERIAL TRANSFER AGREEMENT**

### **REQUESTED MATERIAL:**

### **MATERIAL TO BE SENT (the "Material"):**

### **RECIPIENT INSTITUTION:**

### **RECIPIENT SCIENTISTS (PRINCIPAL INVESTIGATOR):**

### **DESCRIPTION OF RESEARCH PURPOSE:**

**PROVIDER INSTITUTION:** FUNDACIÓN CENTRO NACIONAL DE INVESTIGACIONES ONCOLÓGICAS CARLOS III (CNIO)

### **PROVIDER SCIENTIST (HEAD OF GROUP OR UNIT):**

In response to the request by the RECIPIENT SCIENTIST for the MATERIAL, the PROVIDER INSTITUTION asks that the RECIPIENT INSTITUTION and the RECIPIENT SCIENTISTS (from now on collectively referred to as the "RECIPIENT") agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the provider institution and is made available as a service to the research community. The recipient shall acknowledge provider as the source of the material in any publication involving the use of the material. Should this obligation be neglected in a given publication, the provider reserves the right to request the recipient to have such publication rectified as soon as practicable after the provider's request.
2. The PROVIDER INSTITUTION retains ownership of the original material and unmodified derivatives and will be free, in its sole discretion, to distribute the material to others and to use it for its own purposes
3. The PROVIDER INSTITUTION will be co-owner of any modified derivatives as well as any other substances or organisms that could not have been created or derived but for the use of the MATERIAL ("newly developed material"). The parties agree to negotiate suitable agreements in good faith which shall provide for the further development of this joint ownership. In any case each co-owner shall have the right to use and exploit by itself the newly developed material, but licenses to third parties shall be granted jointly by both co-owners.

4. The RECIPIENT agrees to notify the PROVIDER of any filed patent application or other type of intellectual property right (“IPR”) claiming inventions or new developments made through the use of the MATERIAL provided by the PROVIDER INSTITUTION or through the use of any Modified or Unmodified Derivatives thereof (an “INVENTION”)

RECIPIENT agrees that in the event RECIPIENT makes any INVENTION whether patentable or not, RECIPIENT shall promptly bring the INVENTION and any patent application filed thereon to the attention of the PROVIDER. In case of any joint inventions, PROVIDER and RECIPIENT shall conclude in good faith a separate agreement concerning the use, patenting, and commercialization of those joint inventions, subject to the regime established in clause 3. In case of other INVENTIONS, RECIPIENT shall grant to the PROVIDER and its affiliated institutes an irrevocable non-exclusive royalty free license to practice the INVENTION for scientific research purposes; and RECIPIENT shall grant to the licensees of the PROVIDER an irrevocable non-exclusive royalty-bearing license to practice the INVENTION for commercial purposes if such license is necessary for the licensees of the PROVIDER to exercise their rights granted by the PROVIDER. For the purpose of this paragraph, any reference to patents or patent applications shall be deemed indistinctly referred to other IPR.

5. The MATERIAL and any Unmodified Derivatives thereof:

- shall not be used for any commercial purpose or in any research that is subject to consulting, licensing, or other commercial obligations to a third party;
- will only be used for non-profit pre-clinical research or teaching purposes and solely in connection with the RESEARCH PURPOSE;
- will not be used in humans;
- will not be further distributed to others without the PROVIDER INSTITUTION’s written consent; the RECIPIENT shall refer any request for the MATERIAL by a third party to the PROVIDER INSTITUTION.
- will not be used by the RECIPIENT INSTITUTION in any laboratories other than the RECIPIENT SCIENTIST’s laboratory, and the RECIPIENT shall ensure that no one will be allowed to take or send the MATERIAL and any Unmodified Derivatives thereof to any other location than mentioned above.

6. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT.

7. The MATERIAL provided hereunder is understood to be experimental in nature and may have hazardous properties. The MATERIAL is provided without warranty of merchantability or fitness for a particular purpose or any other warranty express or implied, or that the use of the MATERIAL will not infringe any patent, copyright, trademark, or other proprietary rights.

8. Unless prohibited by law, the RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER INSTITUTION shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER INSTITUTION.

9. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
10. PROVIDER INSTITUTION personnel will have reasonable access to consult informally with the RECIPIENT SCIENTIST regarding the Research carried out using the MATERIAL. Upon request, the RECIPIENT will give the PROVIDER or its personnel information on the execution of the RESEARCH PURPOSE.
11. This Agreement may not be assigned or otherwise transferred by the RECIPIENT without the prior written consent of the PROVIDER.
12. The RECIPIENT shall be responsible for the fulfillment of the obligations established in the present Agreement by the researchers or personnel working with the RECIPIENT SCIENTIST in the execution of the RESEARCH PURPOSE.
13. The PROVIDER reserves the right to request the immediate return or destruction of the MATERIAL in case the RECIPIENT does not comply with its obligations under this Agreement or in any other case provided that a term of notice of two months is taken into account.
14. This Agreement shall be governed by Spanish law. The Parties expressly agree to submit all conflicts resulting from the execution or interpretation of this Agreement to the courts and tribunals of the city of Madrid, with express waiver of their own forum.
15. Should any provision or portion of this Agreement be found to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Agreement in two original counterparts but to one sole effect at the place and date indicated at the top of this document.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

<b><u>PROVIDER INSTITUTION:</u></b> FUNDACIÓN CENTRO NACIONAL DE INVESTIGACIONES ONCOLÓGICAS CARLOS III (CNIO)	<b><u>RECIPIENT INSTITUTION:</u></b>
Name: Titel: Date:	Name: Titel: Date:
PROVIDER INSTITUTION: FUNDACIÓN CENTRO NACIONAL DE INVESTIGACIONES ONCOLÓGICAS CARLOS III (CNIO)	RECIPIENT Institution:
Name: Titel: Date:	Name: Titel: Date: