**MATERIAL TRANSFER AGREEMENT**

This MATERIAL TRANSFER AGREEMENT (MTA) is by and between:

**INSTITUTO NACIONAL DE INVESTIGACIÓN Y TECNOLOGÍA AGRARIA Y ALIMENTARIA** **(INIA)**, Cª de la Coruña km 7.5, 28040 MADRID SPAIN, together with Dr Juan María Torres (hereinafter referred to as “PROVIDER”) and (name and address of the institution)…………………………, together with Dr.………………………………. (hereinafter referred to as “RECIPIENT”)

Both parties agree to the following:

**ARTICLES**

**1.- RECIPIENT SCIENTIST**

The RECIPIENT SCIENTIST, responsible for the MATERIAL described below, is:

Dr.

Institution:

Address:

Phone number:

Fax:

Email:

**2.- MATERIAL**

Description of the MATERIAL object of the present agreement:

 **Homizygous transgenic mice expressing Porcine-PrP (PoPrP-Tg001)**

The MATERIAL, above described, is provided hereunder to the RECIPIENT by the PROVIDER for the RECIPIENT SCIENTIST´S use under the following conditions:

a.- The MATERIAL is provided to the RECIPIENT by the PROVIDER solely for purposes of academic laboratory research studies to be performed under the direction of the RECIPIENT SCIENTIST in his/her laboratory at his/her institution, or others working under his/her direct supervision, in connection with the following research project (hereinafter referred to as “RESEARCH PROJECT”):

…………………………………………………………………………………………………

b.- The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA

c.- The MATERIAL will not be used by for-profit organizations for screening, production or sale, for which a commercialization license may be required. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to RECIPIENT.

d.- The MATERIAL provided under this agreement is experimental in nature, and is provided without any warranties, expressed or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

e.- The MATERIAL will not be used by the RECIPIENT in any research that is subject to a consultancy, corporate research funding, or other such contractual obligation executed with a commercial entity.

f.- The PROVIDER makes no representations and provides no warranties that the RECIPIENT'S use of the MATERIAL is not infringing or will not infringe any patent or other rights of a third party.

g.- The RECIPIENT SCIENTIST therefore agrees to retain control over this MATERIAL and further agrees not to transfer the MATERIAL to other people not under her or his direct supervision without the prior written approval of the PROVIDER.

h.- The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER shall prove the possibility to make the MATERIAL available, under separate agreements, to other scientists

**3.- CONFIDENTIALITY**

a.- In preparation of and during the course of providing the MATERIAL, it may be necessary for the PROVIDER to disclose to the RECIPIENT, orally or in writing, technical and business information regarding the MATERIAL and/or relating to technologies and their utilities, including but not limited to, ideas for novel products, application processes, etc. All this INFORMATION (hereinafter referred to as “CONFIDENTIAL INFORMATION”) is considered to be highly confidential by the PROVIDER. The RECIPIENT agrees to take all reasonable precautions to prevent disclosure of the CONFIDENTIAL INFORMATION to others, and to not use the CONFIDENTIAL INFORMATION, except as needed to use the MATERIAL in accordance with the RESEARCH PROJECT, without the express written consent of the PROVIDER.

b.- The RECIPIENT shall not disclose nor permit such CONFIDENTIAL INFORMATION to be disclosed to any other person or entity other than those employees or students of the RECIPIENT who have a need to know the CONFIDENTIAL INFORMATION and are contractually bound to comply with the confidentiality obligations hereunder, without the prior written consent of the PROVIDER.

c.- These restrictions upon disclosure and use of CONFIDENTIAL INFORMATION shall extend beyond the term of this Agreement for a period of three (3) years, but shall cease to apply to any specific portion of CONFIDENTIAL INFORMATION which;

- is known to the RECIPIENT prior to receipt such CONFIDENTIAL INFORMATION from the PROVIDER, as documented by RECIPIENT's written records; or,

- becomes publicly known through sources other than RECIPIENT SCIENTIST or the RECIPIENT Institution; or,

- is lawfully received by the RECIPIENT SCIENTIST and/or the RECIPIENT Institution after the Effective Date of this Agreement from a third party; or,

- is approved for public release by written authorization from the PROVIDER; or,

- is developed independent of the CONFIDENTIAL INFORMATION provided by the PROVIDER; or,

- is disclosed pursuant to the requirement of an agency or judicial body, or where disclosure is mandated by law.

**4.- PUBLICATIONS**

a.- The RECIPIENT shall submit to the PROVIDER the text of any proposed oral or written disclosure relating to the results of the RESEARCH PROJECT in advance of any such disclosure of the results. The PROVIDER will have thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL INFORMATION. The subject matter of any such disclosure shall not contain CONFIDENTIAL INFORMATION without the written consent of the PROVIDER.

b.- In all oral presentations or written publications concerning the RESEARCH PROJECT, RECIPIENT will acknowledge PROVIDER's contribution of this unless requested otherwise.

c.- If a potentially patentable invention results from the RECIPIENT's use of the MATERIAL and the PROVIDER wishes to file a patent application covering such invention, the parties shall negotiate in good faith to determine and agree upon a reasonable delay of any oral or written disclosure of the results of such use, in order to allow the PROVIDER and/or the RECIPIENT to complete development necessary for filing and file such patent application.

 **5.- PROPERTY OF THE MATERIAL AND THE RESULTS OF THE RESEARCH PROJECT**

a.- The PROVIDER shall remain the sole owner and maintainer of the MATERIAL supplied to the RECIPIENT under this Agreement. The RECIPIENT understands that the transfer of the MATERIAL by the PROVIDER gives no right of ownership over it.

b.- Transfer of the MATERIAL to the RECIPIENT hereunder in no way limits PROVIDER´S right to make, use, sublicense, sell, and distribute the MATERIAL.

c.- The RECIPIENT will not apply for patent protection claiming the MATERIAL, or methods requiring use of the MATERIAL without the express prior written consent of the PROVIDER. Ownership of any improvement, modification, enhancement, developments, inventions and other creative ideas developed through the use of the MATERIAL (hereinafter referred to as “INVENTION”) will be negotiated in good faith by the parties hereto depending upon their relative contribution to the creation of said INVENTION and any applicable laws and regulations relating to ownership.

**6.- MISCELLANEOUS**

a.- This Agreement will remain in effect until the RECIPIENT SCIENTIST has either completed or abandoned the academic RESEARCH PROJECT described in his/her request for the MATERIAL, unless this Agreement is earlier terminated as provided below.

b.- Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

c.- Nothing in this Agreement constitutes an endorsement by either party. Neither party may use the name of the other party, or that of any employee, agent or representative thereof, for any promotional, advertising, sales or other commercial purpose without prior written permission being obtained from the other party for each such intended use.

d.- This instrument represents the entire Agreement between the parties. No right or obligation other than those recited herein is to be implied from this Agreement.

e.- All further communications to the PROVIDER regarding this Agreement should be directed to:

Rosa Rodríguez Díaz (Technology Transfer Office)

Address: Cª de la Coruña km 7.5, Madrid SPAIN

Telephone: +34 91 3473956

Email: rosa.rodriguez@inia.es

f.- All further communications to the RECIPIENT regarding this Agreement should be directed to:

 Dr.

Address:

Telephone:

Email:

g.- This Agreement shall be governed by and construed in accordance with the laws of Spain and both parties submit to the jurisdiction of the Spanish courts.

AS WITNESS the signatures of duly authorized officers of the parties hereto the day and year first above written.

SIGNED for and on behalf of:

THE RECIPIENT

I represent that I have legal authority to execute this Agreement on behalf of …………….

Signature:

Name:

Capacity:

Date:

THE RECIPIENT SCIENTIST

Signature:

Name:

THE PROVIDER

I represent to have legal authority to execute this Agreement on behalf of ……..

Signature

Name: Alejandro López de Roma

Capacity: Deputy Director of Research and Technology

 Date: