**Notes for completion**

Please complete all sections marked in yellow and return the MTA electronically

(in Microsoft Word format) with any queries or requests for changes to

Kay Martin ([martin@fleming.gr](mailto:martin@fleming.gr)),

who will then liaise with you directly to arrange hardcopy signatures.

**Please note your EMMA request cannot be fulfilled**

**until the MTA is fully signed.**

MTA last updated 13 September 2021

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| **MATERIAL TRANSFER AGREEMENT** |
| **Name of Provider:**  **Biomedical Sciences Research Centre “Alexander Fleming”** located at 34 Fleming Street, 16672 Vari, Greece duly represented by Dr George Panayotou (hereinafter referred to as “Fleming”) |
| **Name of Scientist Providing the Material:**  Dr Eleni Douni (hereinafter referred to as “the Fleming Scientist”) |
| **Name of Organisation Receiving the Material and address for release: xxx**  located at xxx, duly represented by xxx (hereinafter referred to as “Recipient”) |
| **Name of Scientist Receiving the Material:**  Dr. xxx  (hereinafter referred to as “the Recipient Scientist “) |
| **Description of Material(s):**  B6129S6-Tnfsf11tles/Flmg mice(common name Tnfsf11tles (synonym: RANKLG278R))  (hereinafter referred to as “the Original Material”) |
| **Nature of Work:**  **xxx** |
| (hereinafter referred to as “the Research Project”) |

Fleming, the Recipient and the Recipient Scientist hereby accept the terms and conditions specified herein and as set out in the Schedule attached:

**For and on behalf of Fleming:** **For and on behalf of the FLEMING SCIENTIST:**

|  |  |
| --- | --- |
| Signature:  Name: **George Panayotou**  Title: **Director**  Date: | Signature:  Name: **Eleni Douni**  Title: **Associate Researcher**  Date: |
| **For and behalf of the Recipient: I, the Recipient Scientist, acknowledge receipt of a copy of this Agreement and confirm that I will abide by its terms insofar as those terms are applicable to me:**  Signature: Signature:  Name: Name:  Title: Title:  Date: Date: | | |

**This is the Schedule referred to in the foregoing Material Transfer Agreement between Biomedical Sciences Research Centre Alexander Fleming and XXXX**

“Whereas:

* Fleming owns and has characterised the transgenic mouse strain called B6129S6-Tnfsf11tles/Flmg (hereinafter collectively referred to as “Original Material”)
* Fleming has the policy of making Original Material and the specifically related information considered proprietary (hereinafter referred to as "the Confidential Information") available to third parties, provided a Material Transfer Agreement for a specific purpose in the format hereof (hereinafter referred to as: "Agreement") has been executed with such third parties;
* Recipient wishes to obtain Original Material for a research project in its own laboratories;
* Fleming is willing to make Original Material available to Recipient for such a project;
* The parties wish to make arrangements with respect to the use by Recipient of Original Material and of the results of research performed thereon.”

**HAVE AGREED AS FOLLOWS:**

**1. Definitions**

1.1 Material: Includes Original Material, Progeny, and Unmodified Derivatives. The Material shall not include: (a) Modifications, or (b) other substances, created by Recipient through the use of Material which are not Progeny or Unmodified Derivatives.

1.2 Progeny: Unmodified descendant from the Material, such as virus from virus, cell from cell, organism from organism.

1.3 Unmodified Derivatives: Substances created by the Recipient which constitute an unmodified functional subunit of Original Material, regardless of genetic background of the mouse, or of product expressed by the Original Material, such as a cell derived from an animal and any progeny thereof or an animal produced from (part of) a cell.

1.4 Modifications: Substances created by the Recipient, that are physically derived from the Materials or that wholly or partially contain/incorporate the Material

**2. Material Shipment**

2.1 Recipient agrees to pay for shipment of Original Material. The shipment of Original Material shall be at Recipient’s own risk. Fleming will cooperate in good faith in the necessary arrangements for the shipment of Original Material.

**3. Use of MATERIAL**

* 1. The Material and/or Modifications must only be used (i) in the Recipient’s laboratories at the Recipient’s premises, (ii) by the Recipient Scientist or by persons under the Recipient’s direct supervision and control and (iii) for the work described in the Research Project. The Material and/or Modifications will not be used in any research or other manner that is directly or indirectly sponsored by or otherwise connected to any commercial or for-profit organisation, or in any manner that might benefit a commercial or for-profit organisation now or in the future without Fleming’s prior written consent. The Recipient Institution undertakes that any person involved in the Research Project or having access to the Material and/or Modifications shall be made aware of and bound by the terms of this Agreement.
  2. Recipient may use the Materials and/or Modifications solely for its own non-commercial research purposes, provided however, that such research purposes specifically excludes without limitation, use of the Material and/or Modifications (i) for any human *in vivo* use whatsoever, or for any human *in vitro* diagnostic or therapeutic applications (ii) for any commercial purpose or for the benefit of any for-profit organisation or (iii) for the experimental administration of any chemicals (including but not limited to compounds, biologicals or naturally derived products), except as explicitly described in the Research Project. Recipient shall not use the Material and/or Modifications in the development, manufacture, use, lease, sale (or other transfer for consideration) or importation of any products for sale (or lease or other transfer of a product for consideration). Recipient shall not use the Material and/or Modifications to generate scientific data or information that is conveyed to a third party prior to publication, except as may be permitted under a written agreement between the third party and Fleming.
  3. The Material is experimental in nature and accordingly Fleming makes no representations and extends no warranties of any kind, either express or implied, of merchantability or fitness for a specific purpose, or that the use of the Material will not infringe any patent, copyright, trademark or other proprietary rights.

**4. Confidentiality and publication**

4.1 Any information which is disclosed by Fleming to the Recipient or the Recipient Scientist in connection with the Research Project and/or the Original Material ("**Confidential** **Information**") shall remain confidential to, and the property of, Fleming. The Recipient and the Recipient Scientist hereby agree that for so long as the Confidential Information remains confidential in nature, the Recipient and the Recipient Scientist shall keep the Confidential Information secret. Upon request, the Recipient shall inform Fleming and the Fleming Scientist on the status of its research.

* 1. The Recipient Scientist will inform Fleming at least 30 days in advance of the submission of any potential publication of any form (abstract, manuscript, review, oral presentation, patent application etc.) related to the use of the Material and/or Modifications or the Research Project. If Fleming believes that co-authorship is required, Fleming and Recipient Scientist shall discuss in good faith co-authorship of all oral or written publications. If Fleming does not require co-authorship, the Recipient Scientist shall acknowledge Fleming and Fleming Scientist as the source of the Material in all publications reporting use of the Material and/or Modifications. The Recipient Scientist shall reference the following publication(s) in all publications reporting the use of the Material: *Douni E, Rinotas V, Makrinou E, Zwerina J, Penninger JM, Eliopoulos E, Schett G, Kollias G* (2012). "A RANKL G278R mutation causing osteopetrosis identifies a functional amino acid essential for trimer assembly in RANKL and TNF." Human molecular genetics; 21(4); 784- 798
  2. If Fleming believes that the publication contains any Confidential Information it shall so notify the Recipient Scientist. Recipient shall proceed to implement the amendments requested by Fleming including the removal of any Confidential Information, with every effort made so that such amendments made will not compromise the timing nor the scientific value of the publication or presentation.

**5. Ownership and commercial rights of Modifications and Inventions**

5.1 Fleming retains ownership and distribution rights of the Material, including any Material contained or incorporated in Modifications and/or Inventions. Recipient retains ownership and the rights of distribution of:

(a) Modifications and/or Inventions (except that Fleming retains ownership and distribution rights to the Material included therein)

and

1. those substances that are created through the use of the Material or Modifications or Inventions, but which are not Progeny, Unmodified Derivatives or Modifications and do not contain the Original Material, Progeny, Unmodified Derivatives.

If research involving the Material results in an invention or discovery, or if data that are derived from the Material and/or a Modification are included in a patent application, then Recipient shall promptly and fully disclose the invention, discovery or patent application in writing to Fleming. Fleming and Recipient shall enter in good faith negotiations to determine Fleming’s rights, if any, in Recipient’s inventions and intellectual property resulting from the use of the Material in the Research Project. Fleming reserves the right to require that data that are derived from the Material and/or a Modification are removed from a patent application if it so wishes.

5.2 The Recipient shall provide Fleming a sample of the Modifications upon request, free of any license fee to Recipient, and shall permit Fleming to use such Modifications for research and education purposes, subject only to third party licenses that may be required by Fleming for such use. Any excess of Material remaining after completion of the Research Project will be disposed of in a manner compliant with local Health & Safety regulations and associated legislation pertaining to the Recipient, or delivered to Fleming (at Fleming’s option).

* 1. The Material, and/or the Confidential Information shall not be provided to any third party without the prior written consent of Fleming.
  2. Recipient agrees that Fleming will in no event be liable for any use of the Material supplied to Recipient or any loss, claim, damage or (product) liability, of whatever kind or nature, which may arise from or in connection with this Agreement or Recipient’s receipt, use, handling, or storage of the Material, at whichever moment in time. In the event of any claim or suit for damages against Fleming as a result of Recipient’s receipt, use, handling or storage of Material, Recipient will be responsible to indemnify and hold Fleming harmless against any and all resulting costs, including settlements, awards, judgments and legal fees. In case Fleming has been summoned to appear in Court in this respect, Recipient will intervene and take over the defendant's position from Fleming. Fleming will to the same extent, indemnify and hold Recipient harmless from any claim arising from Fleming’s use of the findings of the Research Project.

8. This Agreement shall have effect for a period of 3 years from the last date of signature hereof, and shall then terminate automatically, subject always to Fleming’s right to terminate this Agreement on one months’ written notice. Termination of this Agreement shall not affect any obligations that came into or continue in effect on or following termination, including, but not limited to, those under conditions 3, 4, 5, 6, of this Schedule.

9. Any amendments or supplements to this Agreement shall be effective only if agreed in writing.

10. This Agreement shall be interpreted, construed and enforced in accordance with the laws of Greece without regard of the conflict of law provisions. The venue for any dispute that cannot be amicably resolved shall be the ordinary courts of Athens, Greece.