**BIOMEDICAL RESEARCH FOUNDATION ACADEMY OF ATHENS**

**MATERIAL TRANSFER AGREEMENT**

**(MATERIALS ARE NOT FOR USE IN HUMAN SUBJECTS)**

**I. Definitions:**

1. PROVIDER: Biomedical Research Foundation Academy of Athens
2. PROVIDER SCIENTIST: Paschalis Sideras
3. RECIPIENT:
4. RECIPIENT SCIENTIST:
5. ORIGINAL MATERIAL (Enter description): B6-Tg (TRE-Rfp-6) PS1/BRFAA (sort name TRE-Rfp-6)
6. MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
7. PROGENY: Unmodified descendants from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
8. UNMODIFIED DERIVATIVE: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cells lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.
10. COMMERCIAL PURPOSE: The sale, lease, licence, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organisation. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organisation, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, licence, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organisation.
11. NONPROFIT ORGANISATION(S): A university or other institution of higher education or any non-profit scientific or educational organisation qualified under a state non-profit organisation statute. As used herein, the term also includes government agencies.

**II. Terms and Conditions of this Agreement:**

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL include therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e. do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2(a) or 2(b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.
3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
4. Is to be used solely for teaching and academic research purposes;
5. Will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
6. Is to be used only at the RECIPIENTS organization and only in the RECIPIENT SCIENTIST’S laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her supervision; and
7. Will not be transferred to anyone else within the RECIPIENTS organization without the prior written consent of the PROVIDER.
8. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those working under the RECIPIENT SCIENTIST’S direct supervision. To the extend supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANISATION(S)) who wish to replicate RECIPIENT SCIENTIST’S research; provide that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.
9. (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

(b) Under a separate agreement at least as protective of the PROVIDER’S rights, the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANISATION(S) for research and teaching purposes only.

(c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial licence from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATION. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT’S intellectual properties claiming such MODIFICATIONS, or methods of their manufacture or their use.

1. The RECIPIENT acknowledges that the MATERIAL is or may be subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary right of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.
2. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies).
3. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agree to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or methods(s) of manufacture or use(s) of the MATERIAL.
4. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
5. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from 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 use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the PROVIDER.
6. The RECIPIENT agrees to use the MATERIAL in compliance with all statutes and regulations, including, for example, those relating to research involving the use of animals or recombinant DNA.
7. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogues or public depositories or (b) on completion of the RECIPIENT”s current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, provided that:

If termination should occur under 12(a), the RECIPINT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

If termination should occur under 12(b) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS;

and

In the event the PROVIDER terminates the Agreement under 12(c) other than for breach of the Agreement or for cause such as imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

1. Paragraphs 6, 9 and 10 shall survive termination.
2. The BIOLOGICAL MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The RECIPIENT and the RECIPIENT SCIENTIST should sign two copies of this letter and return them to the PROVIDER SCIENTIST. The PROVIDER will then forward the BIOLOGICAL MATERIAL.

**THE ELECTRONIC CORRESPONDENCE BETWEEN THE PROVIDER AND RECIPIENT SCIENTISTS, WHERE SPECIFIC CONDITIONS APPLICABLE TO THIS PARTICULAR MATERIAL TRANSFER AGREEMENT ARE OUTLINED, IS INCLUDED IN APPENDIX I AND CONSTITUTE PART OF THIS AGREEMENT.**

**PROVIDER SCIENTIST**

Organization: Biomedical Research Foundation Academy of Athens,

Address: Soranou Efesiou 4, 115 27 Athens, Greece

Name: Paschalis Sideras

Title: Researcher A

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROVIDER ORGANIZATION APPROVAL**

Authorized Official: Athanasios Tsouroplis

Title: General Director

Address: Biomedical Research Foundation Academy of Athens, Soranou Efesiou 4, 115 27 Athens, Greece.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECIPIENT SCIENTIST**

Organization:

Address:

Name:

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECIPIENT ORGANIZATION APPROVAL**

Authorized Official:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APENDIX I**