**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), 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

AGREEMENT FOR TRANSFER OF NON-PROPRIETARY BIOLOGICAL MATERIAL

Provider SCIENTIST: Professor George Kollias

PROVIDER Organization: Biomedical Sciences Research Centre

“Alexander Fleming”

Address: 34 Fleming Street, 16672 Vari, Greece

and

RECIPIENT SCIENTIST: xxx

RECIPIENT Organization: xxx

Address: xxx

In response to the RECIPIENT SCIENTIST's request for the BIOLOGICAL MATERIAL identified as:

B6-Mogtm1(cre)Gkl/Flmg mice (common name Mogi-cre)

the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the BIOLOGICAL MATERIAL:

1. The above BIOLOGICAL MATERIAL is the property of the PROVIDER and is made available as a service to the research community for non-commercial research purposes only.

2. The BIOLOGICAL MATERIAL will be used only for the Research Project as defined below:

xxx

3. The BIOLOGICAL MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the BIOLOGICAL MATERIAL available, under a separate Agreement, to other scientists (at least those at non-profit organizations or government agencies) who wish to replicate the RECIPIENT SCIENTIST's research.

4. RECIPIENT agrees that the PROVIDER will in no event be liable for any use of the BIOLOGICAL MATERIAL supplied to the 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 the RECIPIENT’S receipt, use, handling, or storage of the BIOLOGICAL MATERIAL, at whichever moment in time. In the event of any claim or suit for damages against the PROVIDER as a result of the RECIPIENT’S receipt, use, handling or storage of the BIOLOGICAL MATERIAL, the RECIPIENT will be responsible to indemnify and hold the PROVIDER harmless against any and all resulting costs, including settlements, awards, judgments and legal fees. In case the PROVIDER has been summoned to appear in Court in this respect, RECIPIENT will intervene and take over the defendant's position from the PROVIDER. The PROVIDER will to the same extent, indemnify and hold RECIPIENT harmless from any claim arising from the PROVIDER’s use of the findings of the Research Project.

5. The RECIPIENT agrees to acknowledge the source of the BIOLOGICAL MATERIAL in any publications reporting use of it and to provide a copy of any publications promptly to the PROVIDER SCIENTIST. The RECIPIENT SCIENTIST shall reference the following publications in all publications reporting the use of the BIOLOGICAL MATERIAL: Hövelmeyer N; Hao Z, Kranidioti K, K assiotis G, Buch T, Frommer F, von Hoch L, Kramer D, Minichiello L, Kollias G, Lassmann H, Waisman A (2005). "Apoptosis of oligodendrocytes via Fas and TNF-R1 is a key event in the induction of experimental autoimmune encephalomyelitis." Journal of immunology; 175(9); 5875-5884.

6. Any BIOLOGICAL 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 BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. 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 BIOLOGICAL 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 willful misconduct of the PROVIDER.

7. The RECIPIENT agrees to use the BIOLOGICAL 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.

8. 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 both copies of this letter and return one signed copy to the PROVIDER SCIENTIST. The PROVIDER will then forward the BIOLOGICAL MATERIAL.

PROVIDER SCIENTIST

Organization: Biomedical Sciences Research Centre “Alexander Fleming”

Address: 34 Fleming Street, 16672 Vari, Greece

Name: George Kollias

Title: Professor

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

PROVIDER ORGANIZATION APPROVAL

Authorized Official: Dr George Panayotou

Title: Director

Address: Biomedical Sciences Research Centre “Alexander Fleming”, 34 Fleming Street, 16672 Vari, Greece

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

RECIPIENT SCIENTIST

Organization: xxx

Address: xxx

Name: xxx

Title: xxx

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

RECIPIENT ORGANIZATION APPROVAL

Authorized Official:

\_\_\_\_\_\_xxx\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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