Material Transfer Agreement

for non-profit institutions

Instruction sheet

For efficient transfer of the requested material, IRB BARCELONA requests you to follow the instructions below:

1. Fill in the form by entering the following information:
2. In the opening paragraph, fill in the institute’s legal name, place of business and the name of the institute’s legal representative.
3. In the Schedule, fill in the information requested therein and sent it by email in advance at innovation@irbbarcelona.org
4. Execution:
5. by Digital Signatures: If available both, appropriated legal representative and researcher has Digital Signature available, please print a PDF copy of the filled document and send the signed copy to innovation@irbbarcelona.org including the following “SUBJECT: MTA EMMA’s Repository CPEB3”
6. by hardcopies: Print one/two hardcopies and have the Recipient principal scientist and the appropriate legal representative sign and date both copies of the MTA.

Send the signed copies of the MTA to:

Innovation Department

IRB BARCELONA

Baldiri Reixac, 10,

08028 Barcelona

Spain

1. We will process the MTA as soon as possible and return one fully executed pdf to the institution requesting the Material. If originals are required, please send us two hard copies and if possible, provide us a self-addressed envelope.
2. Once the MTA is fully signed, EMMA mouse repository and its archive center ’s will transfer the Material.
3. If you have any further questions, please contact the Innovation Department at innovation@irbbarcelona.org

Material Transfer Agreement (“MTA”)

for non-profit institutions

By and between

Fundació Institut de Recerca Biomèdica (IRB Barcelona) (hereinafter referred to as “IRB BARCELONA” or “Provider”), a non-for-profit Spanish foundation with tax identification number G63971451, based in Barcelona, Spain, at c/Baldiri Reixac 10, duly represented by Margarida Corominas, acting in her capacity as Managing Director; and

and

…………………………….. whose registered office is at…………….., legally represented by………… (“Recipient”);

Hereinafter collectively ‘Parties’.

1. The Material described in Schedule 1 (“Material”) is the property or in control of the IRB BARCELONA and will be made available as a service to the academic research community though EMMA mouse repository and its Archiving Centre. Recipient wishes to obtain the Material from IRB BARCELONA for non-commercial, internal research purposes (the “Research”). Recipient will agree material terms and associated costs of the Material with EMMA mouse repository in the event there are any.
2. Recipient shall use the Material, substances which constitute an unmodified functional subunit or product expressed by the Material (“Unmodified Derivatives”), and/or progeny of either (the “Progeny”) solely and exclusively for the Research. If Recipient desires to use or license substances created by Recipient that contain or incorporate the Materials (“Modified Derivatives”) for commercial purposes (including without limitation the performance of services on behalf of third parties or the use of the Materials in industry sponsored research projects), Recipient agrees to negotiate in good faith with IRB BARCELONA the terms of a commercial license. IRB BARCELONA shall have no obligation to grant such a license to Recipient.
3. Neither the Material, Unmodified Derivatives nor Modified together referred to as “Derivatives” nor Progeny shall be used in human subjects. Research using the Materials, Derivatives or Progeny shall be carried out under appropriate containment conditions and in accordance with all applicable laws and regulations.
4. IRB BARCELONA retains all rights, title and interest in the Material, Unmodified Derivatives and Progeny. Any right, title and interest in Modified Derivatives shall vest in the Recipient except that IRB BARCELONA shall retain ownership rights to the Materials included therein. Recipient grants IRB BARCELONA for research purpose a license with respect to the Modified Derivatives and will deliver Modified Derivatives if requested by IRB BARCELONA.
5. Except as provided in this MTA, no express or implied licenses or other rights are granted to the Recipient. Recipient acknowledges and agrees to secure and maintain a license in place for as long as the Materials are being used or practiced for any application for which a license from IRB BARCELONA or any third party is required.
6. Recipient agrees not to transfer the Material, Unmodified Derivatives and/or Progeny to any third party without the prior written permission of IRB BARCELONA. The Recipient shall refer any request for the Material to EMMA mouse repository or IRB BARCELONA. Recipient shall obtain acceptance of the terms of this MTA of all persons under its control and supervision who have access to the Material, Derivatives and/or Progeny. Should Recipient become aware that the Material, Derivatives and/or Progeny have fallen into the possession of a third party, or that they are being used for any purpose other than the Research, Recipient will promptly notify IRB BARCELONA and provide IRB BARCELONA with full particulars thereof.
7. The Material is experimental in nature and accordingly IRB BARCELONA and EMMA mouse repository make no representation, warranty or other term, express or implied, with regard to the Material as to the quality, condition, correspondence with description, fitness for any purpose, or as to non-infringement of third party rights.
8. Unless prohibited by law, Recipient accepts liability for any loss, claims and damages which may arise from the use, storage or disposal of the Material by the Recipient. Recipient shall hold harmless IRB BARCELONA, EMMA mouse repository and its Archiving Centre and their employees, directors, agents and representatives against any loss, damage, liability, costs and expenses arising out of or in connection with third party claims relating to use, handling, storage or disposal of the Material by Recipient, except to the extent that such loss or damage are attributable to gross negligence or willful misconduct on the part of IRB BARCELONA or EMMA mouse or its Archiving Center.
9. Recipient will keep IRB BARCELONA informed with a summary of the results arising from the Research. Recipient shall be entitled to any results to the extent that these result from Recipient’s own independent use of the Material. To the extent that Recipient and IRB BARCELONA have each intellectually contributed to an invention with respect to the use Materials and/or confidential information, Recipient and IRB BARCELONA shall jointly own any rights to such results.
10. Recipient shall acknowledge the IRB BARCELONA as the source of the Material in any publications reporting use of it as well as cite the related publication as Reference:

Pascual R, Martín J, Salvador F, Reina O, Chanes V, Millanes-Romero A, Suñer C, Fernández-Miranda G, Bartomeu A, Huang YS, Gomis RR, Méndez R. *The RNA binding protein CPEB2 regulates hormone sensing in mammary gland development and luminal breast cancer.*

Sci Adv. 2020 May 15;6(20):eaax3868. doi: 10.1126/sciadv.aax3868. PMID: 32440535; PMCID: PMC7228762.

1. This Agreement is effective on the date of the last signature of the Parties. If Recipient decides not to continue with the Research, Recipient will destroy the Material, Unmodified Derivatives and/or Progeny or at IRB BARCELONA/EMMA mouse repository’s request return them to IRB BARCELONA/EMMA mouse repository. Notwithstanding that the Material, Unmodified Derivatives and/or Progeny are returned or destroyed pursuant to this paragraph, the provisions under Paragraphs 7, 8, 9, 10, 11 and 12 shall continue in full force and effect.
2. The construction, validity and performance of this MTA shall be governed by the laws of Spain and shall be subject to the exclusive jurisdiction of the Courts of Barcelona.
3. All notices, reports, requests and other communications to IRB BARCELONA by Recipient will be delivered to the above mentioned address for the attention of the “Innovation Department”.

In witness thereof, IRB BARCELONA and Recipient have caused this MTA to be executed in duplicate by their respective duly authorized officers.

**Recipient**

……………………………

Name:

Title:

Date:

**Recipient scientist requesting Material**

……………………….…..

Name:

Date:

**IRB BARCELONA**

**……………………………**

Ms. Margarida Corominas,

Managing Director

Date:

##

## SCHEDULE 1

|  |
| --- |
| **Description of Material**Material as described in www.infrafrontiers.eu that could updated from time to time:EMMA ID - EM:10412Gene symbol: CPEB3 Strain type: Targeted Mutant StrainsGenetic description: this mouse line originates from EUCOMM ES clone HEPD0670\_2\_G03. |
| **IRB Barcelona’s principal scientist providing the Materials**Dr. Raúl Méndez, Group Leader at IRB BARCELONA and ICREA Professor. |
| **Mailing address MTA: *(execution by PDF is default, if not acceptable, please let us know)***[…] |
| **E-mail of Recipient Technology Transfer officer:**[…] |
| **Recipient principal scientist name, address and e-mail:**[…] |
| **Description of intended Research:**[…] |