

# MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (**MTA**) is by and between

Universidad Autónoma de Madrid (UAM), an Academic Institution located at Ciudad Universitaria de Cantoblanco, C/ Einstein, 3- 28049 Madrid, Spain, hereinafter referred to as the **UAM** or **Provider** on the one hand, and \_\_\_\_\_ hereinafter referred to as the "**Recipient**" on the other hand.

WHEREAS, **UAM** has agreed to provide the **Material** (as defined below) developed by **Prof. Gema Moreno Bueno and Dr. David Sarrió**

WHEREAS, **Recipient** has requested to receive **Material** to **UAM** for Research Purposes;

NOW, THEREFORE, the parties hereto agree that Provider transfers the Material to Recipient under the following terms and conditions:

## ARTICLES

### **1.- Effective Date**

This Agreement is made effective in the date of \_\_\_\_\_

### **2.- Provider Investigators and Material**

The **Provider Investigator from UAM** responsible for the **Research Material** described below is:

GEMA MORENO BUENO

Description of the **Material** object of the present agreement:

\* R26-GB2 mice (knock-in mice ubiquitously expressing human GSDMB isoform 2 transcript).

### **3. Recipient Institution and research purposes**

The **Recipient Institution** is:

\_\_\_\_\_

The research to be conducted by Recipient's institution using the Material is restricted to the project described hereafter (if needed, please further include detailed information in an Annex):

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

(Material could be used to generate derivative mouse transgenic lines)

#### **4.- Use/Ownership of Provided Items and Derived Items**

The **Material**, above described, is provided by **UAM** for the **Recipient** use under the following conditions:

- Recipient agrees use the Material exclusively in connection with the Purpose, and for no other purpose.
- Recipient agrees that all Confidential Information and Materials (collectively "Provided Items") provided hereunder are and shall be property of UAM.
- Recipient agrees that any Derived Items conceived, derived, reduced to practice, made, or developed by Recipient utilizing the Materials shall be promptly disclosed to UAM. Ownership of Derived Items will be negotiated in good faith between Recipient and UAM, hereto depending upon the parties' relative contribution to the Derived Items, including the relative contribution of the Material to the creation of the Derived Items, and any applicable law and regulations relating to inventorship.

Recipient disclaims any rights to the aforementioned Provided Items and Derived Items and shall assert no copyright, patent, or other claim to their use, development, and/or production, without previously notifying UAM, so that UAM can assert any claims to inventorship it or its researchers may have. Recipient shall use the Provided Items and Derived Items solely for the Research conducted under the terms of this Agreement, shall not employ them for any commercial purposes, and shall not provide them to any third party without UAM's prior written consent. If applicable, Recipient shall assist UAM in obtaining copyrights and/or patents in UAM's name covering any of the foregoing Provided Items and Derived Items

- Except as expressly provided in this Agreement, **no rights are provided to Recipient** under any patents, patent applications, trade secrets or other proprietary rights of Provider or of any third party that may have such rights related to Materials. In particular, no rights are provided to use the Material for profit-making or commercial purposes, such as sale; use in manufacturing; use in drug screening, evaluation and/or design programs; provision of a commercial service to a third party based upon the Material or Modifications; or in subject matter licensed for commercial purposes.
- **The Material will not be further transferred** to others without the Provider's prior written consent. The Recipient shall refer any request for the Material to the Provider.
- Recipient undertakes to limit access to the Material to those of its employees who have a need to know to conduct the Research. Recipient undertakes to have any of its personnel involved in the Research comply with the provisions of this Agreement.
- The Recipient agrees to use the Material in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

- The Recipient agrees not use the Material for human tests or treatments without the UAM's prior written consent which the UAM may withhold at its absolute discretion;
- The Material is experimental in nature and should be handled with caution and prudence. The Material is provided without any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. UAM make no warranty or representation that the use of the material will not infringe any patent or other proprietary rights. To the extent permitted by law, Recipient agrees to defend, indemnify and hold harmless UAM, its officers and employees, from claims, losses, damages and liabilities to the extent resulting from Recipient's storage, use and disposal of Material, except to the extent that such claims, losses, damages and liabilities result from the gross negligence of UAM.
- Recipient will have the right to publish and disclose the results of the Research. In order to balance this with UAM's proprietary interests, Recipient will submit the intended disclosure (e.g. a manuscript, abstract, patent application, poster, ...) to UAM for review at least thirty (30) days prior to the scheduled disclosure date which UAM shall receive and maintain in confidence. UAM may within this 30 day period request Recipient, in writing, to delete any of UAM's Confidential Information and/or to delay the intended disclosure for a maximum of an additional sixty (60) days to allow UAM to protect its proprietary interests in the Material. Recipient agrees to provide appropriate acknowledgement of the source of the Material in all publications and presentations based on the use of the Material. Recipient agrees to include as co-authors, at least in the initial publication describing the Material: Gema Moreno Bueno & David Sarrió.

**5. Confidentiality.** During the term of this Agreement, including any extension thereof, and for five (5) years thereafter, Recipient, its employees, agents, subcontractors, or affiliates shall exert its reasonable best efforts to exercise all reasonable care to prevent the unauthorized disclosure of Confidential Information (no less care than the degree of care employed by Recipient, its employees, agents, subcontractors, or affiliates to preserve and safeguard its own confidential information), shall not provide it to any third party, and shall not use it for any purpose other than that indicated in this Agreement without UAM's prior written approval.

As used herein, the term "Confidential Information" refers to all proprietary and non-public information concerning UAM, and Material disclosed to Recipient by UAM, as well as the Derived items, Interim Reports, and Final Report which is labelled or otherwise identified as confidential at the time of disclosure, except any portion thereof which:

- is known to Recipient, its employees, agents, subcontractors, or affiliates before receipt thereof under this Agreement, or
- is independently developed by or for Recipient, its employees, agents, subcontractors, or affiliates without benefit of UAM's Confidential Information, as demonstrated by its written records (except as previously disclosed by UAM to Recipient or gained through prior services provided by Recipient to UAM under an ongoing obligation of confidentiality); or
- is disclosed to Recipient, its employees, agents, subcontractors, or affiliates without restriction after the effective date of this Agreement by a third party having a legal right to make such disclosure; or

- is or becomes part of the public domain through no fault of Recipient, its employees, agents, subcontractors, or affiliates; or
- is disclosed pursuant to the lawful requirement or formal request of a governmental agency.

**6.- Term and Termination.** This Agreement shall be effective for three (3) years from the date of full execution of this Agreement and may be extended by a written agreement signed by the parties. Either party may terminate this Agreement without cause upon written notice to the other party given thirty (30) days prior to the date upon which termination is to take effect. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto

**7. Disputes.** The parties agree to resolve any differences in interpretation and application of the present Agreement in an amicable manner. In the case of an amicable solution not being possible, and with reasonable justification for litigation, both parts agree, to submit to the jurisdiction and competence of the Courts of Madrid.

**8.** Neither party shall use the name, logo, symbol, or mark of the other party or any investigator in any advertising or promotional material without the prior written approval of the other.

This Agreement is executed in three originals and duly signed by the authorized representatives of the parties hereto, as printed below:

FOR PROVIDER INSTITUTION:

Authorized signature: \_\_\_\_\_

Name: Mr. JAVIER ORTEGA GARCÍA

Title: Vice-rector of Innovation, Transfer and Technology. Universidad Autónoma de Madrid (UAM)

Date:

Provider scientist signature: \_\_\_\_\_

Name: GEMA MORENO BUENO

Date:

FOR RECIPIENT INSTITUTION:

(Read and Acknowledged)

Investigator signature: \_\_\_\_\_

Name:

Date:

Authorized signature: \_\_\_\_\_

Name:

Title:

Date: