

## MATERIAL TRANSFERT AGREEMENT

### BETWEEN:

**Universitat Pompeu Fabra** (hereinafter referred to as, the “UPF”), whose Tax Identification Number is Q5850017D and head office is at Carrer de la Mercè 12, 08002 Barcelona (Spain) represented by its Vice-rector for Knowledge Transfer, Dra. Eulàlia de Nadal Clanchet, by virtue of the powers granted by article 4 of the Rector’s Resolution of May 31, 2021, regarding the delegation of powers to the vice-rectors and to the general secretary.

And,

\_\_\_\_\_ (hereinafter referred to as, the “XXX” or “Recipient”), whose Tax Identification Number is \_\_\_\_\_ and registered office is at \_\_\_\_\_, represented by its \_\_\_\_\_

### **RECITALS**

- I. Whereas the UPF is a public institution dedicated to teaching and research in the field of health and medicine, who wishes to promote the progress of science by making available to the scientific community the material described below (hereinafter referred to as, the “**Material**”), developed by UPF’s researcher Cristina López-Rodríguez of the Immunology Unit (hereinafter referred to as, the “**Laboratory**”).
- II. Whereas the XXX, through the Investigator (as defined below), wish to obtain access to the Material.
- III. Whereas Investigator (as defined below) and the XXX wish to obtain access to the Material, and UPF agrees to provide such access, on the terms and conditions set out in the present Material Transfer Agreement (hereinafter referred to as, the “**Agreement**”).

NOW, THEREFORE, the both parties agree as follows:

<b>Investigator</b>	Name: Email: Phone :
<b>Site of Investigation</b>	
<b>Material (description and quantity required)</b>	NFAT5 FLOXED MICE
<b>Express mail charge number (FedEx, DHL)</b>	
<b>UPF scientist who will provide the Material</b>	Name: Cristina Lopez-Rodriguez Email: cristina.lopez-rodriguez@upf.edu Phone: 93-3160810 Laboratory : Immunology unit
<p><b><u>Statement of proposed use of material(s) (please include description and duration of the study):</u></b></p> <p style="text-align: center;"><i>-- a detailed research plan may be attached if this space is insufficient --</i></p>	

XXX (the “**Recipient**”) hereby agrees:

1. to use the Material solely for the research use described above (the “Research”) and at the site indicated above, and not for any other use, including without limitation any commercial use or any administration of the Material to humans or use of the Material for diagnostic purposes involving humans, in clinical trials or otherwise, or for the production of any commercial products;

In order to avoid any doubt, Progeny, Modifications and Unmodified Derivatives will have the following meanings:

- Progeny: Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
  - Modifications: Substances created by the Recipient which contain/ incorporate the Material.
  - Unmodified Derivatives: Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: subclones of unmodified cell 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.
2. to refer any third party requesting Material to UPF, and not to sell, transfer or otherwise supply any Material, or derivatives or other materials produced using the Material, to any third party, nor to public or private culture depositories, without the prior written consent of UPF;
  3. to limit access to the Material and any related information provided by the Laboratory (the “Information”) to employees of the Recipient involved in performing the Research under the responsibility of the Investigator, and to apply the same degree of security to protecting the Material and Information as the Recipient applies to its own confidential material and information, but in no case less than a reasonable degree of security;
  4. to retain all Information in confidence and not disclose any Information to any third party or use any of the Information for any purpose other than performing the Research. This obligation of confidentiality shall not apply to any Information which: (i) is in the public domain at the time of disclosure to Recipient; (ii) comes into the public domain through no fault of the Investigator or XXX; (iii) was known to the Recipient prior to its disclosure by the Laboratory, as evidenced by written records; (iv) is disclosed to the Recipient by a third party having a lawful right to make such disclosure; or (v) is disclosed pursuant to the requirement or demand of a competent governmental or judicial authority, but only to the extent required by operation of law, regulation or court order. The above obligation of confidentiality and restricted use shall continue for ten (10) years from the executed date of this Agreement; and
  5. to comply with all supranational, national, state and local applicable laws, regulations and guidelines applicable to the use of the Material and/or the performance of the Research, including without limitation those applicable to the use of experimental animals, and to the testing, production, storage, transportation, import, export, packaging and labeling of the Material.

6. PUBLICATIONS – Recipient shall communicate to UPF for information purposes manuscripts of all proposed publications of results obtained through the use of the Material, prior to the publication thereof. UPF shall treat the content thereof as XXX’s confidential information and shall apply the same degree of security to protecting the information as UPF applies to its own confidential information, but in no case less than a reasonable degree of security. UPF agrees to retain XXX’s confidential information in confidence and not disclose any information to any third party or use any of the Information for any purpose. As long as the manuscript is not published, UPF obligation of confidentiality and restricted use shall continue for five (5) years from the executed date of this Agreement. In accordance with current practices in the scientific community, and unless UPF requests otherwise, the contributions of those who made the Material available for collaborators, if any, from UPF, will be reflected expressly in all written or oral public disclosures relating to the Research, by acknowledgment or co-authorship, as appropriate, according to the decision of the scientist that provided the Material. The origin of the Material and any applicable patent notices shall be included in any such disclosures.

7. NO OTHER LICENCES – No express or implied license or right of any nature, other than the limited right to use the Material to perform the Research, is granted to Recipient pursuant to this Agreement. In particular, UPF shall at all times remain the owner of the Material, the Information and any Progeny and/or Unmodified Derivatives from the Material. Any patentable Modification and/or patentable inventions made through using the Material shall be determined by mutual agreement between the parties, taking into account the role and contribution of the individuals involved in the development of the invention.

Except as specified in paragraph 6 above for scientific publications, Recipient shall have no right to use in advertising, publicity, or otherwise the name of UPF or any of their trademarks.

8. TERMINATION -- This Agreement will terminate on the earliest of the following dates: (a) twelve (12) months from the date of signature of this Agreement, and (b) completion or early termination of the Research, which Recipient is obligated to promptly notify to UPF. In addition, either of UPF and Recipient may terminate this Agreement upon thirty (30) days written notice to the other party of a breach by the other party of its obligations under this Agreement, unless the other party has cured the breach prior to the end of such notice period.

Upon termination of this Agreement for any reason, Recipient will immediately discontinue its use of the Material and within thirty (30) days destroy, or if instructed by UPF promptly return to the Laboratory at Recipient’s cost, any remaining Material and all Information, and certify such return or destruction by written notice to UPF. The following paragraphs of this Agreement shall survive termination: 4, 5, 6, 7, 9 and 12.

9. NO WARRANTIES, INDEMNIFICATION -- THE MATERIAL IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY THAT THE USE OF MATERIAL WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. Recipient acknowledges that the Material may have unpredictable or unknown biological

and/or chemical properties, and that they are to be used with caution. Further, UPF makes no representation or warranty as to the identity, purity, or activity of the Material. In no event shall UPF or their respective officers or employees be liable for any use by Recipient of the Materials. Recipient hereby agrees to indemnify, defend and hold harmless UPF and their respective officers and employees from and against any damages, costs or expenses (including reasonable attorney’s fees) related to any loss, third party claim, injury or liability of whatsoever kind or nature, which may arise from Recipient’s use, handling or storage of the Material or from a breach by Recipient of its obligations under this Agreement.

10. **IMPORT LICENCE** -- The Recipient shall be responsible for obtaining any import license or other authorization that may be necessary to import the Material into its country. Recipient shall provide to UPF, prior to the shipment of the Material, written notice that the required import license or other authorization has been obtained, together with the number thereof, or, if no license or other authorization is required, a written statement to that effect.
11. **SHIPPING** -- Recipient shall pay all applicable packing, shipping and/or processing costs in respect of the provision and transfer of the Material to Recipient
12. **GOVERNING LAW AND DISPUTE RESOLUTION** -- This Agreement shall be governed by and construed in accordance with the laws of Spain. The parties shall attempt to resolve amicably any dispute relating to the existence, interpretation or execution of this Agreement; any such dispute that they are unable to resolve amicably shall be submitted to the exclusive jurisdiction of the competent courts located in Barcelona.

<p>UNIVERSITAT POMPEU FABRA</p>   <p>Dra. Eulàlia de Nadal Clanchet  Vice rector for Knowledge Transfer  P.D. Rector, Resolution of May 31, 2021</p>	<p>Recipient</p>
<p>READ, UNDERSTOOD AND AGREED TO  BY THE UPF SCIENTIST:</p>   <p>Cristina Lopez Rodriguez</p>	<p>READ, UNDERSTOOD AND AGREED TO  BY THE RECIPIENT’S INVESTIGATOR:</p>