

## 0.3 MODELLO MTA

### MATERIAL TRANSFER AGREEMENT (MTA)

made and entered into by and between

**Università degli Studi di Urbino Carlo Bo**  
(Hereinafter referred to as “**Uniurb**”),  
Via Saffi, 2 - 61029 Urbino - Italy

herein represented by **Prof. Vilberto Stocchi**, Rector, he being duly authorised thereto, for Material which may be provided under the terms of this Agreement from the laboratory of

( \_\_\_\_\_ **name of UNIURB provider scientist** \_\_\_\_\_, Department of \_\_\_\_\_ )

And

( \_\_\_\_\_ **name of RECIPIENT** \_\_\_\_\_ )  
(Hereinafter referred to as “**RECIPIENT**”),  
(Address)

herein represented by \_\_\_\_\_, he/she being duly authorised thereto, on behalf of its employee  
( \_\_\_\_\_ **name of RECIPIENT Scientist** \_\_\_\_\_ Department/Faculty of \_\_\_\_\_ )

### WHEREAS,

- **UNIURB is the owner of the MATERIAL as defined below; and**
- **UNIURB is willing to transfer MATERIAL to RECIPIENT on the terms mutually agreed upon herein;**

**NOW, THEREFORE, the UNIURB requests that the RECIPIENT agrees to the following before the RECIPIENT receives the MATERIAL:**

- 1) UNIURB retains all right, title and interest in and to the MATERIAL, as defined below:
  - a) **Material:** means the Original Material listed in **EXHIBIT I , PART A** (Original Material) attached herewith, and any Progeny and/or Unmodified Derivatives
  - b) **Progeny:** Unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism.
  - c) **Unmodified Derivatives:** Substances created by the RECIPIENT Scientist or 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 UNIURB, or monoclonal antibodies secreted by a hybridoma cell line.
- 2) Modifications shall be jointly owned by UNIURB and RECIPIENT

- a) **Modifications:** Substances created by the RECIPIENT Scientist or RECIPIENT which contain/incorporate any form of the MATERIAL (Original Material, Progeny or Unmodified Derivatives). Modifications include, but are not limited to, Cross-Bred Progeny. While UNIURB does not claim sole ownership of Modifications, UNIURB does retain ownership of any portion of MATERIAL contained within such Modification.
- 3) RECIPIENT agrees to use the MATERIAL solely for application in the research of the RECIPIENT Scientist to be carried out exclusively at the RECIPIENT premises and described in **EXHIBIT I, PART B** (Research Description )
- 4) The MATERIAL and/or Modifications will not be subject to the terms of any consulting, option, license, sponsored research, material transfer, or any other agreement not identified in **SECTION B** in which a third party obtains rights to intellectual property arising from the Research without the express, prior written approval of UNIURB.
- 5) The MATERIAL and/or Modifications will not be used in human subjects (including for diagnostic purposes) or in animals intended for use as food by humans or animals. RECIPIENT agrees to use the MATERIAL and / or Modifications in compliance with all applicable national and international statutes and regulations, including regulations and guidelines such as those relating to research involving the use of animals or recombinant DNA.
- 6) RECIPIENT is granted the right to breed the MATERIAL for the purpose of performing the Research. RECIPIENT may cross-breed the MATERIAL, but only to animals solely owned by RECIPIENT.
- 7) The MATERIAL and Modifications will not be distributed by RECIPIENT to any other person or organization, except those scientists affiliated with and working within RECIPIENT under the supervision of RECIPIENT Scientist who have also accepted the terms of this Agreement. RECIPIENT and RECIPIENT Scientist agree to refer to UNIURB any request for the MATERIAL from anyone other than those persons working under the RECIPIENT Scientist 's direct supervision.
- 8) All MATERIAL and information relating to the MATERIAL and disclosed by UNIURB shall be considered to be confidential. The obligation of confidentiality shall not apply to MATERIAL or information that:
  - a) were already known to RECIPIENT Scientist or RECIPIENT prior to the time of first disclosure, as demonstrated by competent written documentation; or
  - b) at the time of disclosure are in the public domain; or
  - c) after the date of the disclosure, lawfully become a part of the public domain other than through breach of this Agreement by RECIPIENT Scientist or RECIPIENT; or
  - d) are received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
  - e) are independently developed by RECIPIENT by individuals without access to such information, as demonstrated by competent written documentation; or
  - f) are required to be disclosed by RECIPIENT Scientist or RECIPIENT pursuant to a legally enforceable order, direction or other regulation ( Order ); provided however, that RECIPIENT Scientist or RECIPIENT promptly notifies UNIURB in advance of such disclosure and discloses only that information necessary to comply with said Order.

- 9) RECIPIENT Scientist and RECIPIENT obligation of confidentiality as set forth in paragraph 8 herein shall terminate five (5) years from the date of the last signature to this Agreement.
- 10) Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patent applications, trade secrets or other proprietary rights of UNIURB. In particular, no rights are provided to use the MATERIAL and/or Modifications for profit-making, revenue-generating, or commercial purposes, such 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, license, or transfer of the MATERIAL and/or Modifications to a for-profit organization.
- 11) If RECIPIENT desires to use or license the MATERIAL or a Modification for profit-making, revenue-generating, or commercial purposes, RECIPIENT agrees, in advance of such use, to negotiate in good faith with UNIURB to establish the terms of a commercial license. It is understood by RECIPIENT that UNIURB shall have no obligation to grant such a license to 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), subject to any pre-existing rights held by others.
- 12) RECIPIENT Scientist will inform UNIURB Provider Scientist of the results of the Research by personal written communication. This Agreement shall not be interpreted to prevent or delay publication of results of research using MATERIAL and/or Modifications. RECIPIENT agrees to provide UNIURB Office of Technology Transfer with a copy of all manuscripts or abstracts reporting such results not less than thirty (30) days prior to submission thereof to publisher, for UNIURB review and comment. If UNIURB determines that the proposed publication or presentation contains an Invention (as defined in paragraph 13 herein) to which UNIURB is co-owner and for which UNIURB desires patent protection, then RECIPIENT will delay publication or presentation for up to an additional forty-five (45) days to permit the filing of patent applications. RECIPIENT Scientist agrees to acknowledge the source of the MATERIAL and/or Modification in all publications and presentations based on the use of the MATERIAL and/or Modifications.
- 13) Inventions include new uses of the MATERIAL and/or Modifications and products based on, containing, or relating to the MATERIAL and/or Modifications, whether or not patentable. RECIPIENT agrees to promptly disclose all Inventions to UNIURB in confidence. Inventorship of any Inventions shall be determined in accordance with European Union patent law (if patentable), or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of the parties to the Invention. Ownership shall follow Inventorship, except in the case of Cross-Bred Progeny which will be jointly owned between RECIPIENT and UNIURB as set forth in paragraph 2, supra. The parties agree to negotiate an agreement which shall include terms regarding the equitable sharing of patent costs, licensing income, and invention management responsibility based on the respective parties contributions to each Joint Invention. If either RECIPIENT or UNIURB is the sole inventor of any Invention, that party shall be free to dispose of such Sole Invention as it deems appropriate. UNIURB will have the right to use for academic research and teaching purposes all Inventions developed by RECIPIENT relating to the MATERIAL and/or Modifications under this Agreement without payment of license or royalty fees. Upon UNIURB request and subject to availability, RECIPIENT will provide UNIURB with reasonable amounts of Modifications for use in research and teaching.
- 14) This MATERIAL is experimental in nature and its characteristics are not completely known. The RECIPIENT Scientist and the RECIPIENT agree to use special care in the use, storage, handling, and disposal of this MATERIAL commensurate with applicable national and international guidelines.

- 1) In the event where human tissue or products of human origin are implied by this agreement, the RECIPIENT and UNIURB undertake to comply with the regulations related to human tissue or products of human origin and to obtain all necessary approvals prior to the transfer of such human tissue or products of human origin.
- 15) THIS MATERIAL IS PROVIDED AS IS AND WITHOUT ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE MATERIAL AND/OR MODIFICATIONS WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY OR THAT THE MATERIALS AND/OR MODIFICATIONS WILL NOT POSE A HEALTH OR SAFETY RISK. NEITHER UNIURB NOR UNIURB PROVIDER SCIENTIST SHALL BE LIABLE FOR ANY USE OF THE MATERIAL BY THE RECIPIENT, OR FOR ANY LOSS, CLAIM, DAMAGE, OR LIABILITY OF ANY KIND OR NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE, HANDLING, OR STORAGE OF THE MATERIAL AND/OR MODIFICATIONS.
- 16) RECIPIENT represents that they are entitled to receive this MATERIAL and to agree to the obligations imposed by this Agreement, under all applicable laws and regulations. To the full extent allowed by law, the RECIPIENT Scientist and the RECIPIENT agree to waive all claims against UNIURB.
- 17) RECIPIENT agrees to defend and indemnify UNIURB from all claims and damages asserted by third parties arising from the use, storage, handling and disposal of the MATERIAL or any byproduct or derivative by the RECIPIENT Scientist and/or RECIPIENT and its employees, except those claims and damages arising directly from the gross negligence or willful misconduct of UNIURB.
- 18) Unless extended in writing by the parties, this Agreement shall terminate upon the earlier of: a) completion of the Research; or b) two (2) years from the date of the last signature to this Agreement. Upon termination, RECIPIENT will discontinue its use of the MATERIAL and will return or dispose of all MATERIAL as directed by UNIURB. RECIPIENT, at its discretion, will also either destroy all Modifications or remain bound by the terms of this Agreement as they apply to Modifications This Agreement shall terminate automatically upon any use of the MATERIAL by RECIPIENT Scientist and/or RECIPIENT in violation of the terms hereof. Upon such termination, RECIPIENT Scientist and/or RECIPIENT shall return or dispose of all MATERIAL and Modifications as directed by UNIURB.
- 19) This Agreement may be executed in one or more counterparts by the Parties by signature of a person having authority to bind the Party, which may be by facsimile signature, each of which when executed and delivered, by facsimile transmission or by mail delivery, will be an original and all of which will constitute but one and the same Agreement.

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**SIGNATURE PAGE**

The undersigned agree to the foregoing:

**Università degli Studi di Urbino Carlo Bo**

**(RECIPIENT's registered name)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly authorised representative

Duly authorised representative

I have read the above agreement and agree to abide by the terms as they apply to me.

I have read the above agreement and agree to abide by the terms as they apply to me.

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. \_\_\_\_\_  
(UNIURB Provider scientist)  
(Title & Department)

Dr. \_\_\_\_\_  
(RECIPIENT scientist)  
(Title & Department/Faculty)

**EXHIBIT**

**PART A: ORIGINAL MATERIAL**

Original material is defined as:

**PART B: RESEARCH DESCRIPTION**