MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (this “Agreement”) is made by and between the University of ………., on behalf of the ……………… (“Provider”) and University of ………. located at ………………… (“Recipient”).

WHEREAS, ………. (“Recipient Investigator) at Recipient is interested in receiving from University certain materials, defined below, for research purposes; and

WHEREAS, …………… at University is willing to provide to the Recipient the materials for Recipient Investigator to use for research purposes only.

NOW, THEREFORE, referred collectively as the “Parties” agree as follows:

1. Definitions

   A) Materials. Means the original Materials being transferred to the Recipient, as described in Appendix A) attached hereto, provided by the Provider to Recipient;

   B) Modifications means substances created by Recipient, which contain or incorporate any form of the Materials received from the Provider;

   C) Results: means any ideas, inventions, purpose, know-how, data, documentation, writing, software, processes, principles, methods, techniques and other information that are discovered, conceived, reduced to practice or otherwise generated as a direct result of the Research Project as described in Appendix B;

   D) Inventions means any discovery, improvement, process of invention made by the Recipient through the use of the Materials;

   E) Commercial purposes means the sale, lease, license or other exploitation of the Material, Information or Inventions to a person or an entity for profit, including, but not limited to, use of the Material, Information or Inventions 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 other exploitation of Material, Information or Inventions to any individual or organization for profit.

2. Transfer of the Materials and Use

   The Provider agrees to transfer with a non exclusive (or: exclusive) license to the Recipient the Materials to allow the Recipient to carry out the Research.
The Materials are provided to Recipient solely for Recipient Investigator’s use in the performance of the Research Project. The Recipient shall not distribute or release the Materials to any person or third party other than Recipient Investigator and laboratory personnel under Recipient Investigator’s direct supervision and shall ensure that the Materials are not made available in any manner to any other party for any purpose. The Materials shall not be used in any human testing and in work that is subject to consulting, licensing, or other contractual obligations to any third party.

The Recipient shall use Materials in accordance with good laboratory practice and the highest standard of skill and care and Recipient shall comply with all applicable laws and regulations governing transportation, handling, storage, use or disposal of the Material. The Recipient ensure that no-one other than the Recipient Investigator and authorized personnel have access to the Materials.

3. Ownership and Inventions

The Recipient shall keep informed of the Results obtained through use of the Material in a report to be delivered every XXX months/years after the signing of this contract. The Provider retains all rights, title and interest in and to the Materials and does not grant to the Recipient any right or licence, patent or other right for the use of the Materials. Modifications that represent an invention will be ruled by the following:
(a) they belong to the Recipient, except the Provider retains ownership rights to the Material included therein and reserves the right to request the use of such Invention for internal research; or
(b) the Provider and the Recipient shall jointly own all the Modifications and other Research Results that represent an invention; or
(c) Modifications or Research Results belong exclusively to the PROVIDER and the Recipient could have a royalty as defined in an IPR Agreement. The management, ownership, proposed commercial exploitation of such Inventions shall be discussed in good faith by the Parties taking into consideration each Party’s intellectual contribution and the provision of the Materials in creating the Invention.

4. Confidentiality and non-disclosure

Recipient shall not disclose Materials marked as "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given above without written permission from the Provider.

- Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.

- The Confidential Information shall be excluded from confidentiality if Recipient can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of
disclosure, or becomes generally available, after disclosure, through no fault of 
Recipient; or (c) Recipient receives the information from a third party having 
the right to the information and who does not impose confidentiality, or (d) 
recipient developed the material/information independently.

During the Term of this Agreement and for a period of five (5) or three 
(3) years after the termination of the Agreement, each Party shall keep the 
Confidential Information secret and in strict confidence and not at any time or 
for whatever reason disclose, use, reveal or cause any unauthorised disclosure of 
the Confidential Information whether through any failure to exercise all due care 
and diligence or otherwise to any third party, for any purpose without the 
express written permission of the disclosing Party.

5. Publications

The Parties on mutual agreement should jointly submit the results derived from the 
experiments suitable for publication; 
or: RECIPIENT may publish or otherwise publicly disclose the results of the RESEARCH 
PROJECT, but if PROVIDER has given CONFIDENTIAL information to RECIPIENT such 
public disclosure may be made only after PROVIDER has had thirty (30) days to review the 
proposed disclosure to determine if it includes any CONFIDENTIAL information that may 
also be patented.


Recipient acknowledges that the Materials provided hereunder are experimental in nature 
and are provided “AS IS” without any warranty, express or implied. University disclaims 
all express or implied conditions, representations and warranties, including any warranty 
of merchantability, fitness for particular purpose, or non-infringement of third Party 
Intellectual property Rights.

7. Limitation of Liability

In no event shall the University Provider be liable to Recipient or any third party for any 
loss, claim, damage or liability of any kind or nature that may arise out of or in connection 
with this agreement or from Recipient’s use, handling or storage of Materials. Unless 
prohibited by law, Recipient assumes all liability that may arise from Recipient’s use, 
storage or disposal of the Materials.

8. Compliance.

The Materials shall be used in compliance with all applicable Italian law and the 
directives of the Ethics Committee, if necessary.

9. Cost Recovery fees
The Materials are provided at no cost or with an optional transmittal fee solely to reimburse the Provider for the preparation and distribution costs, if any. The Recipient will pay the shipping costs including the customs fees, if requested; or if a fee for Materials is requested, its amount will be $ .../none as described in Appendix A;
or The Recipient agrees that the Provider will transfer the Materials to the Recipient at Recipient’s cost, using the Recipient’s shipping account details as outlined in Appendix A. Where mutually agreed by the Parties, the Recipient agrees to pay the Provider, through its Investigator, for the costs of preparation of the Material, no later than thirty (30) days after the Provider Scientist has issued the Recipient with an invoice for the agreed amount as outlined in Appendix A of this Agreement.

10. Term and Termination.

This Agreement shall terminate five (5) years from the last signature date on this Agreement, unless terminated earlier or extended through prior written agreement signed by authorized representatives of the Parties. Either party may terminate this Agreement at any time by giving written notice to the other party at least sixty (60) days prior to the effective date of termination. The obligations of the Recipient under this Agreement shall survive any termination of this Agreement unless the non-disclosure obligations ex art.4. Upon termination or expiration of this Agreement, the Recipient shall return or destroy (and certify to such destruction) any unused portions of the Materials.

11. General

No modification of this Agreement shall be binding upon either Party unless in writing and signed by an authorized representative of each Party. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of the Provider. This Agreement, including all documentation attached to this Agreement, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect. The Parties may sign this Agreement in two or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures constitute original signatures for all purposes.

12. Governing Law
This Agreement shall be governed and interpreted in accordance with the Italian laws under exclusion of its rules relating to conflict laws. The Parties irrevocably submit to the jurisdiction of the Courts of Italy.

IN WITNESS WHEREOF, the undersigned hereto have caused this Material Transfer Agreement to be executed by their respective authorized signatories.

THE RECIPIENT

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Acknowledged and Agreed:

RECIPIENT Investigator

Name: __________________________
Title: __________________________
Date: __________________________

UNIVERSITY OF CATANIA

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Acknowledged and Agreed:

PROVIDER Investigator

Name: __________________________
Title: __________________________
Date: __________________________
APPENDIX A
MATERIALS
APPENDIX B

RESEARCH PROJECT