

## Material Transfer Agreement between \_\_\_\_\_ and Technical University of Cartagena

This Agreement made as of \_\_\_\_\_ between

\_\_\_\_\_,  
(‘Recipient’) and Technical University of Cartagena, Plaza Cronista Isidoro Valverde s/n,  
Edificio La Milagrosa, 30202 Cartagena (Murcia), Spain (‘Provider’) relating to the transfer  
of research material of Provider to Recipient.

Provider and Recipient hereby agree as follows:

### I. Definitions

1. ‘*Provider*’. Organization providing the Material. The name and address of this party will be specified in the **Attachment A**.
2. ‘*Provider Scientist*’. The name and address of this party will be specified in the **Attachment A**.
3. ‘*Recipient*’. Organization receiving the Material. The name and address of this party will be specified in the **Attachment A**.
4. ‘*Recipient Scientist*’. The name and address of this party will be specified in the **Attachment A**.
5. ‘*Material*’. For purposes of this agreement, Material shall mean all Material specified under, any Progeny and Unmodified Derivatives.
6. ‘*Progeny*’ means unmodified descendant from the Material, for instance such as virus from virus, cell from cell, organism from organism.
7. ‘*Unmodified Derivatives*’ are substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Material (e.g. subclones, purified or fractionated subsets, proteins expressed by the provided DNA/RNA or monoclonal antibodies secreted by a cell line).
8. ‘*Modifications*’ are substances created by Recipient which contain/incorporate the Material.
9. ‘*Commercial Purposes*’ shall include the sale, lease, license or other transfer of the Material and Modifications. Commercial Purposes shall also include uses of the Material or Modifications by any organization, including Recipient, to perform contract research, screening of compound libraries, and the production or manufacture of products for general sale.
10. In this Agreement, the term ‘*Recipient*’ shall include such party's associates, successors and assigns.
11. ‘*Recipient's Research Department*’ shall mean Recipient's division authorized to use Material as specified under **Attachment A 5.b**.
12. ‘*Confidential Information*’ refers to information of any kind that is disclosed by Provider to Recipient and that is identified by appropriate marking as confidential, as well as all information relating to the ‘*Material*’ and whose confidential nature is easily identifiable by the ‘*Recipient*’.

### II. Terms and Conditions

1. Provider retains ownership of the Material, including any Material contained or incorporated in modifications. Recipient retains ownership of:
  - (a) Modifications (except that, the Provider of Material retains ownership rights to the Material included therein), and
  - (b) those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (i.e., do not contain the Material, Progeny, Unmodified Derivatives).If either (a) or (b) results from a collaborative efforts of Provider and Recipient, joint ownership shall be negotiated.

No express or implied licenses or other rights to use the Material, Modifications or any related patents of Provider for Commercial Purposes are granted under this Agreement.

In return for providing Material, with the aim of improving the stock maintenance, at least the same or a bigger amount of Material given shall be returned to the Provider from any harvest got by the Recipient. The cost of the harvest returned to the Provider shall be free and the Recipient shall pay the shipping costs.
2. *Limitations.*
  - (a) The Material will be used for research purposes only within Recipient's Research Department.
  - (b) Recipient will use Material in compliance with all applicable statutes and regulations. In particular, Material will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.
3. *Commercial Use.* If Recipient desires to use Material or Modifications for Commercial Purposes, Recipient agrees to negotiate in good faith with Provider the terms of a license.
4. *Notifications.* Recipient is free to file patent applications claiming inventions made by the Recipient through the use of the Material but agrees to notify Provider upon filing a patent application claiming Modifications or method(s) of manufacture or use(s) of the Material.
5. *Dissemination.*
  - (a) Recipient agrees to refer to Provider any request for the Material from anyone other than Recipient's Research Department.
  - (b) Recipient shall not distribute Material beyond Recipient's Research Department without Provider's written consent. Recipient shall refer any request for the Material to Provider.
  - (c) Recipient may not provide Modifications for Commercial Purposes to third parties. It is recognized by Recipient that such Commercial Purposes may require a license from Provider.
6. *Confidentiality.* As Material may be subject to patent prosecution, Recipient shall use a reasonable degree of care to prevent unauthorized use, dissemination or publication of Confidential Information.
7. *Publications.* Recipient shall acknowledge the source of Material in any publication reporting use of it.
8. *Costs.* Material is provided at no cost but the shipping costs shall be paid by the Recipient.

### **III. Miscellaneous**

1. *Warranty Disclaimer and Indemnification.* Material is understood to be experimental in nature and therefore is provided without any warranties. Recipient agrees to hold Provider harmless from any claims of liability or wrongdoing related to Recipient's use or storage of the Material. Provider makes no warranty that Material will not infringe any third party's intellectual property rights.

2. Termination. This agreement may be terminated on the earliest of the following dates: (a) when the Material becomes generally available from third parties, for example, through reagent catalogs or public depositories, or (b) on completion of the Recipient's current research with the Material, or (c) on thirty (30) days written notice by either party. At request of Provider, Recipient will discontinue to use and return or destroy any remaining Material, Unmodified Derivatives and Progeny. If desired, Recipient shall be permitted to complete research in progress for a period up to one year. Unless otherwise agreed, Recipient will remain bound by term II 6. of this agreement.
3. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of Spain and any dispute arising from this Agreement will be finally settled by the competent Courts of Cartagena (Murcia).

**Provider**

**Recipient**

Signature	Place and date
José Antonio Franco Leemhuis (Vice Rector of Research and Innovation, R-623/08)	

Signature	Place and date
_____	_____
_____	_____

Signature	Place and date
Juan José Martínez Sánchez (Head Researcher)	

Signature	Place and date
_____	_____
_____	_____

**Attachment A**

<b>1. Material</b>
<b>2. Transmittal Fee</b>
Amount: € 0,00
<b>3. Provider</b> <ul style="list-style-type: none"><li>a. Name of the Organization: Seed Bank UPCT</li><li>b. Research Department: Producción Vegetal</li><li>c. Address: UPCT-ETSIA. Paseo Alfonso XIII, 48. 30203 Cartagena</li></ul>
<b>4. Provider Scientist</b> <ul style="list-style-type: none"><li>a. Name and Title: Dr. Juan José Martínez Sánchez.</li><li>b. Research Department: Producción Vegetal</li><li>c. Address: UPCT-ETSIA. Paseo Alfonso XIII, 48. 30203 Cartagena.</li></ul>
<b>5. Recipient Scientist</b> <ul style="list-style-type: none"><li>a. Name and Title: _____ _____</li><li>b. Research Department: _____.</li><li>c. Address: _____</li></ul>