
**Agreement for the transfer of Material
[describe type of material]
for research purposes**

This material transfer agreement - hereinafter referred to as the "Contract" - is stipulated between:

University of Florence, with registered office in Florence (Italy), Piazza San Marco 4, 50121, represented here by [●], hereinafter referred to as "**PROVIDER**";

and

[●], with registered office in [●],[●], represented here by [●], hereinafter referred to as "**RECIPIENT**";

which are also individually named "**PART**" or collectively "**PARTIES**".

Given that:

- the **RECIPIENT** intends to use the material described in Annex 1 for non-commercial purposes, exclusively for the activities of the research project described in Annex 2;
- the **PROVIDER** shall undertake to provide such material in accordance with the provisions of this contract;

the following is agreed and stipulated.

1. Definitions

1.1 "MATERIAL" means the original material developed and supplied by the PROVIDER to the RECIPIENT, as described in Annex 1 of the present contract, including NON-MODIFIED PROGENIES and DERIVATIVES of the same, defined below.

MATERIAL does not include a) Modifications or b) other substances created by the RECIPIENT using MATERIAL, with the exception of PROGENIES and NON-MODIFIED DERIVATIVES.

1.2 "PROGENIES" consists of descending unmodified material with respect to MATERIAL, such as cells from cells or organism from organism or vector from vector.

1.3 "NON-MODIFIED DERIVATIVES" are substances created by the RECIPIENT which constitute an unmodified functional subunit or a product derived from MATERIAL, for example, subclones of unmodified cell lines, purified or fractionated subsets of MATERIAL, proteins expressed starting from the DNA / RNA provided by the PROVIDER, monoclonal antibodies secreted by hybridoma cell lines, subsets of MATERIAL as vectors or plasmids.

1.4 "CHANGES" are substances created by the RECIPIENT that contain / incorporate MATERIAL (Original Material, Offspring or Unmodified Derivatives) in combination with other material, for example crossovers, new varieties, cell fusions, subclonation products, etc.

1.5 "COMMERCIAL AIMS" means the sale, leasing, licensing, transfer or other transfer of the MATERIAL to a person who carries out economic activity for profit. Use for commercial purposes includes the use of MATERIAL or MODIFICATION by any subject, including the RECIPIENT, to perform commissioned research, including selection of compound libraries, to produce or manufacture the products to be sold, or to carry out research activities that translate into the sale, lease, license, transfer of the MATERIAL or MODIFICATIONS to a for-profit organization.

1.6 "CONFIDENTIAL INFORMATION" includes, without limitation, any scientific, technical or commercial information transmitted to the RECIPIENT by the PROVIDER under this contract directly or indirectly, on any medium (for example, but not limited to paper and electronic support), clearly marked as "confidential", "reserved", "proprietary" or indicated with similar

wording affixed with the purpose of indicating the confidential and / or confidential nature of the information itself.

2. Use of the Material

2.1 In execution of this contract, the RECIPIENT undertakes to use the MATERIAL exclusively for non-commercial activities described in Annex 2.

2.2 The RECIPIENT shall use the MATERIAL in compliance with the laws and regulations, guidelines and recommendations issued by international and national bodies applicable to such MATERIAL.

2.2 The RECIPIENT shall use the MATERIAL in compliance with the laws and regulations, guidelines and recommendations issued by the international, European and national organizations applicable to this MATERIAL.

2.3 The RECIPIENT declares (i) that access to the MATERIAL shall be limited to qualified personnel only and able to safely manage this MATERIAL and (ii) that said RECIPIENT shall adopt all the necessary measures, taking into account the specific characteristics of the MATERIAL, to take the appropriate precautions to minimize any risk of damage to persons and property and to protect it from theft or misuse.

2.4 MATERIALS cannot be transferred to third parties without the prior written consent of the PROVIDER. The RECIPIENT will report any request concerning the MATERIAL to the PROVIDER. To the extent that stocks are available, the PROVIDER will be able to consent, according to a separate agreement, in the form of a simple letter, to make the MATERIAL available to other scientists solely for non-profit research purposes.

2.5 The RECIPIENT has the right to request the PROVIDER to extend the scope and activities set out in Annex 2.

2.6 The PROVIDER can access the fields in which the MATERIAL will be used for the activities specified in Annex 2 to collect data and information to be used in its research activity, agreeing the times and methods for access with the RECIPIENT.

3. Confidentiality and Publications

3.1 The RECIPIENT agrees to keep reserved all information received from the PROVIDER that are marked as "Confidential Information" and agrees to make reasonable efforts to prevent disclosure, with the exception of its employees who are bound by this Agreement. The oral communication made by the PROVIDER to the RECIPIENT must be qualified as confidential by the PROVIDER in a written communication within 10 days from the oral communication.

3.2 During the term of this agreement and for three (3) successive years, the RECIPIENT must keep the "Confidential Information" confidential and not disclose such information to third parties without the prior written consent of the PROVIDER.

3.3 The RECIPIENT has no obligation of confidentiality regarding information that:

- a) was in RECIPIENT'S possession prior to receipt from PROVIDER, as shown by RECIPIENT'S prior written records;
- b) is or becomes publicly available through no fault of RECIPIENT;
- c) was received by RECIPIENT from a third party having a right to disclose it and is not subject to an obligation of confidentiality owed to the third party; or
- d) is independently developed by or for RECIPIENT without reference to any MATERIALS or Information received from PROVIDER, as shown by RECIPIENT'S prior written records.

3.4 The RECIPIENT may publish or otherwise disclose the results of the RESEARCH PROJECT. However, if the PROVIDER has communicated CONFIDENTIAL information to

the RECIPIENT, such disclosure is postponed and the TRANSFERER has thirty (30) days to determine if such public disclosure includes CONFIDENTIAL information that may also be patented.

3.5 If the result of experiments is available for publication, the manuscript must be prepared jointly by both parties on the basis of mutual agreement.

3.6 In any presentation or written publication concerning the MATERIAL, the RECIPIENT will acknowledge the contribution of the PROVIDER to this MATERIAL unless otherwise requested by the PROVIDER.

4. Intellectual Property

4.1 All rights, titles, and interests in any case arising from any inventions, know-how, materials, substances and other products conceived or generated by the MATERIAL, including the MATERIAL contained / incorporated in the MODIFICATIONS, are the property of the PROVIDER.

4.2 The RECIPIENT will have the property of:

a) CHANGES as defined in 1.4 (with the exception of ownership on the MATERIAL contained therein / incorporated);

b) Substances created through the use of MATERIAL or MODIFICATIONS provided they do not contain the MATERIAL, PROGENIES or NON MODIFIED DERIVATIVES.

If the substances referred to in 4.2 above result from the collaborative efforts of the PROVIDER and the RECIPIENT, the PARTIES will negotiate joint ownership in a subsequent agreement specifying the rights and duties of each PART in relation to use, exploitation and protection of the invention.

5. Warranty and responsibility

5.1 Any material transferred under this Agreement is intended to be of an experimental nature.

5.2 The PROVIDER does not issue any communication or guarantee, of any kind, explicit or implicit, and there are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material does not infringe patents, copyrights, trademarks, or other proprietary rights of a third party.

5.3 The RECIPIENT assumes all responsibility for claims for damages against him by third parties that could result from the use, storage or disposal of the MATERIAL, unless, to the extent permitted by law, the PROVIDER is responsible to the RECIPIENT when the damage is caused by gross negligence or willful misconduct of the PROVIDER.

6. Costs

6.1 The MATERIAL will be transferred free of charge for the execution of the research project activities (Annex 2).

6.2 Shipping costs and any taxes are charged to the RECIPIENT.

7. Final clauses

7.1 The Agreement shall be interpreted in good faith, with regard to the Parties' common intention and the substantial result they have reasonably intended to achieve.

[choose one of the following alternative options]

[option #1]

7.2 Italian law applies to the Agreement without giving effect to the principles of conflict of laws.

7.3 The Parties agree to settle amicably any dispute that may arise from the interpretation or execution of the Agreement, also using the instruments provided for by the laws in force for the alternative settlement of disputes. All disputes which cannot be solved amicably, within two (2) months from the notification date of the dispute by the first Party to make such notification, shall be finally settled in accordance with the WIPO Mediation Rules. The place of mediation shall be Geneva, unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. The Parties undertake not to put an end to the mediation before the introductory statement made by each Party in joint

session.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the Parties agree to settle the dispute by arbitration governed by the WIPO Expedited Arbitration Rules. The arbitration tribunal shall consist of a sole arbitrator who shall be nominated by the Parties, subject to confirmation of the appointment by the WIPO Arbitration and Mediation Centre. If the Parties fail to reach an agreement within 15 days of the commencement of the arbitration, the appointment shall follow the default procedure of Art. 14(b) of the WIPO Expedited Arbitration Rules. The arbitral tribunal shall decide the dispute on the basis of the principles of fairness, of the general principles and fundamental norms of the Italian and [●] legal system [*insert the State of the involved Party*]. The language of the arbitration is English. The place of arbitration is Geneva. The Parties agree to carry out any award without delay and shall be deemed to have waived their right to any form of recourse against the award, insofar as such waiver can be validly made. The Parties agree that the arbitral tribunal is the sole competent authority; therefore, the Parties expressly waive the jurisdiction of the latter judge.

[option #2]

7.2 Swiss law applies to the Agreement without giving effect to the principles of conflict of laws.

7.3 Each party hereby irrevocably submits and attorns to the jurisdiction of the courts of Switzerland sitting in Zurich and the courts having appellate jurisdiction therefrom; except that nothing herein will affect a party’s right to (a) apply for pre-judgement relief or (b) record and enforce in any jurisdiction a judgement or award that is granted by a Swiss court or a court having appellate jurisdiction therefrom.

8. Final clauses

8.1 The RECIPIENT must keep the books, records and other documents in order to provide all reasonable details to the PROVIDER, in order to verify the fulfillment of the obligations arising from this contract. The RECIPIENT will also allow these books, records and documents to be inspected and checked by one or more experts appointed by the PROVIDER.

8.2 This contract enters into force on the date of the signature and remains in force until the end of the activities referred to in Annex 2 of this contract or for the time that the recipient has the possession of the MATERIAL whatever the longest period.

8.3 The RECIPIENT or the PROVIDER shall be able to resolve from the present contract, by written communication, if the other party does not remedy, if possible, the non-fulfillment within (30) calendar days from the receipt of the aforementioned communication, containing the indication of the failure to remedy.

8.4 The provisions of this contract relating to intellectual property, confidentiality and liability apply even after the end of this contract for any reason.

DATA AND AUTHORIZED SIGNATURE OF THE PROVIDER

PROVIDER: Professor [●], University of Florence, Department of [●],[●],[●], Florence (Italy).

Provider’s signature

Date

DATA AND AUTHORIZED SIGNATURE OF THE RECIPIENT

RECIPIENT: Doctor [●], Entity [●], address [●],[●],[●].

Recipient's signature

Date

Recipient Certification: I have read and understood the terms set forth in this Agreement and agree to abide by them in the receipt and use of the MATERIAL.

Recipient's signature

Date

Annex 1: Material Description

Annex 2: Research and activity project for the PARTS