
Material Transfer Agreement

BETWEEN : Partner XXX representing the European Virus Archive,
hereinafter referred to as “EVA PARTNER”;

AND : X....recipient

EVA PARTNER and X are hereafter individually or collectively referred to as the “Party” or the “Parties”.

IT IS PRELIMINARILY STATED THAT:

1. Whereas EVA PARTNER is in the possession of, and is the owner of these certain substances/compounds, know-how and/or intellectual property rights relating thereto;
2. Whereas X requested to receive. from EVA PARTNER in order to performas described in the joint Research agreement (hereinafter referred to as “Research”).

Whereas EVA PARTNER and X mutually desire to memorialise their understanding and agreement as to the terms and conditions under which the Material has been transferred and will be transferred in the future;

THEREFORE IT IS AGREED BY THE PARTIES THAT:

3. This Agreement is entered into as of the last date as signed below (“Entry Date”) and is made effective as of the first material transfer from EVA PARTNER to X (“Effective Date”).
4. Definitions:
 - a. “Original Material” shall mean transferred to X under this Agreement by EVA PARTNER
 - b. “Material” shall mean all the Original Material provided by EVA PARTNER and all derivatives or modifications and related information thereof.
5. This Material represents a significant investment on the part of EVA PARTNER and is considered proprietary to EVA PARTNER. X therefore agrees to retain control over this Material and further agrees not to transfer the Material to other people not under her or his direct supervision without advance written approval of EVA PARTNER.
6. It is understood and agreed by X that EVA PARTNER is and shall remain the exclusive owner of all Material, of all right, title and interest in and to the Material and of all patents or patent applications, know-how and other intellectual property rights relating to the Material and their use, and that no rights are given, implied or intended by this Agreement or the material transfer. No terms or conditions in this Agreement are construed or can be interpreted as an obligation for EVA PARTNER, to negotiate or enter into any agreement with X
7. X will use the Material only for the Research as defined in the joint Technical Annex and in clause 8 of this Agreement.
8. The Material will be used for non-commercial research purpose and academic research purposes only. In this Agreement, non-commercial research purpose and academic research purposes mean that the Material can not be used for commercial purposes (such as filing of a patent application), and X may not exploit financially the results, inventions, discoveries or know-how that result from its research and development activities undertaken using the Materials, not for its own benefit nor for another party, without the consent of EVA PARTNER.
9. Ownership of the results generated by X using the Material shall rest with X. However, both X and EVA PARTNER agree that should X having completed work under this MTA wish to use the Material for commercial purposes it will be necessary for X to negotiate the terms of a license agreement with the owner of the Material



10. X agrees to keep the Materials which it receives in strict confidence and not to disclose the Materials to any other third party without the prior written consent of EVA PARTNER. X agrees to treat the Materials as it would treat its own confidential and proprietary information and to take all reasonable precautions to prevent unauthorised disclosure to any third party of the Materials which it receives hereunder. The EVA PARTNER agrees to keep confidential that X is using the Materials.
11. Whenever X decides that the results of the Research should be published, X will acknowledge EVA PARTNER for the supply of the Material and will make suitable publicity about the support given by the European Community for the material provided
12. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. EVA PARTNER makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material will not infringe any patent, copyright, trademark, or other proprietary rights. Except to the extent prohibited by law, X assumes all liability for damages, which may arise from its use, storage or disposal of the Material. EVA PARTNER will not be liable to X for any loss, claim or demand made by X, or made against EVA PARTNER by any other party, due to or arising from the use of the Material by X, except to the extent permitted by law when caused by the gross negligence or willful misconduct of EVA PARTNER.
13. X agrees to use the Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects. The Material may not be used in human beings.
14. This Agreement is personal to X and its Affiliates (Affiliates being defined as with respect to an entity that controls, is controlled by, or is under common control with such first entity. For the purposes of this definition only, control means (a) to possess, directly or indirectly the power to direct the management of policies of an entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) to own, directly or indirectly, more than 50% of the outstanding voting securities or other ownership interest of such entity and not capable of assignment other than to X's Affiliates).
15. Any provisions of this Agreement which by their nature extend beyond termination shall survive the termination of this Agreement.
16. This Agreement shall be governed and construed in accordance with the laws of and any and all disputes that will arise in connection to this Agreement will be settled by the competent court. The English wording in this Agreement shall prevail.
17. This Agreement may not be modified, in whole or in part, except by the written consent of both Parties. If any provision of this Agreement is held to be unenforceable or void, the remaining provisions shall remain in effect. This Agreement may be signed in counterpart, and by the Parties hereto or separate counterparts, each of which shall be deemed an original.

In witness whereof the Parties have executed this Agreement in as many originals as there are Parties, each Party will receive one original.

EVA PARTNER

X

Signature & Date

Signature & Date

Technical Annex

BETWEEN : PartnerX
representing the **EUROPEAN VIRUS ARCHIVE**,
hereinafter referred to as “**EVA PARTNER**”;

AND : Recipient X
hereinafter referred to as “Dest”;

Nature of the transferred material:

In its Reporting Instructions for the Transnational Access Activities, the European Commission is asking for a detailed description of the research carried out by the recipient using the transferred material.
Thank you for your collaboration.

Indicate the intended use of the reagent supplied, by ticking the box(es) that concern(s) the activity, and provide a technical description in the section below the ticked box(es):

- Establish a virus collection
- Genomics and evolution
- Structural genomics related to viral proteins
- Recombinant viral protein expression and purification
- Animal modelling
- Immunological reagents production for diagnostic applications
- Vaccine development
- Research on antivirals (screening)
- Investigation of immunological mechanisms
- Cellular biology, virus-cell interactions
- Other:

Detailed description (maximum 1 page):

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