

MATERIAL TRANSFER AGREEMENT (MTA)

This Agreement is made the.....day ofbetween
..... whose registered office is situated at
(hereinafter called "**Recipient**")

and

Muscle Tissue Culture Collection, having its principal offices
Friedrich-Baur-Institute, Department of Neurology, Ludwig-Maximilians-University,
Ziemssenstr. 1a, 80336 Munich, Germany, (hereinafter "**Provider**")
in the frame of EuroBioBank network.

WHEREAS:

- A. **EuroBioBank** (EBB) is a European network of biological banks, which provides human DNA, cell and tissue samples as a service to the scientific community conducting research on rare diseases.
- B. Provider is a member of the EuroBioBank network and as such has adhered to the EuroBioBank Charter
- C. Recipient is a whose principal object is to research and develop in the field of rare diseases.
- D. Recipient acknowledge that this agreement is entered into in order to encourage scientific collaboration and exchange of data and material in the field of rare diseases.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Pursuant to Recipient's request that certain research material be made available for research and/or testing purposes, Provider agrees to provide to Recipient this biological material under the following terms and conditions:

Supply of samples and information

1. The research material covered by this agreement, hereinafter “Biological Material” is identified in the Request Form (*Appendix A*).
2. Within sixty (60) days from the date of this Agreement above, Provider shall provide Recipient with samples of the Biological Material, in good condition along with associated information and data developed by Provider as appropriate. The samples shall be sent to the attention of:, or his designee, at Recipient’s site; (address of the site for delivery). All custodianship of the Biological Material will pass to Recipient from the point of delivery of the sample to the Recipient’ site. Recipient will then be responsible for its use, storage and disposal for the term of the Agreement. Recipient agrees not to take or send the Biological Material to any other location or to a third party without advance written approval of Provider
3. Recipient hereby accepts, upon the terms and conditions herein specified, the custodianship of the Biological Material to enable Recipient to use the Biological Material for the sole purpose of conducting experimental research to the exclusion of any commercial use of the Biological Material. The experimental research conducted by Recipient with the Biological Material, hereinafter the “Research”, is described in *Appendix B*.
4. Recipient shall use the Biological Material in compliance with all applicable laws and government regulations. Under no conditions will the Material be used in human subjects.
5. The Biological Material has been collected and processed by Provider in compliance with all applicable laws, rules, regulations and other requirements of any applicable governmental authority, including without limitation those applicable to patient informed consent.

6. Prior to the transfer of the Biological Material to Recipient, Provider will ensure that the samples are either coded or anonymised, so that under no circumstances will Recipient be supplied with the identity of the patient, or any basic clinical information, that in Provider's opinion could identify the patient.
7. Recipient understands that the Biological Material delivered hereby is experimental in nature and should be used with prudence and appropriate caution since not all of its characteristics are known. Recipient assumes all liability for damages, which may arise from the use, storage, handling or disposal of the Biological Material or its derivatives.
8. Provider makes no representations and extends no warranties of any kind, either expressed or implied. Provider and its directors, officers, employees, or agents assume no liability and make no representations in connection with the Biological Material or the derivatives or the information or their use by Recipient or its investigators. Recipient will defend, indemnify and hold harmless Provider, its directors, officers, employees, and agents from any damages, claims, or other liabilities which may be alleged to result in connection with the Biological Material, derivatives or information. There are no expressed or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Biological Material and related information will not infringe any patent, copyright, trademark or other rights.

Research results/publication/acknowledgement of contribution

9. Recipient shall share the results of the Research obtained through use of the Biological Material with Provider. In particular, Recipient undertakes to send a copy of any such publication based on use of the Biological Material (or derivative), promptly after it is published, to Provider, and to EuroBioBank at the following e-mail address eurobiobank@eurobiobank.org
10. **In accordance with scientific customs, the contributions of those who have made Biological Material available or of the EuroBioBank Scientists if appropriate, will be reflected expressly in all written or oral public disclosures concerning the**

Research using the Biological Material, by acknowledgment or co-authorship, as appropriate. The origin of the Biological Material must be included in such disclosures, as follows: “We thank Muscle Tissue Culture Collection MTCC for providing the samples. The Muscle Tissue Culture Collection is part of the German network on muscular dystrophies (MD-NET, service structure S1, 01GM0601) and the German network for mitochondrial disorders (mito-NET, project D2, 01GM0862) funded by the German ministry of education and research (BMBF, Bonn, Germany). The Muscle Tissue Culture Collection is a partner of EuroBioBank (www.eurobiobank.org) and TREAT-NMD (www.treat-nmd.eu). “

Publicity

11. Neither Recipient nor Provider shall use the name of the other party or any contraction or derivative thereof or the name(s) of the other party's faculty members, employees, contractors or students, as applicable, in any advertising, promotional, sales literature, or fund-raising documents without prior written consent from the other party.

Confidentiality

12. Each of Recipient and Provider undertakes to retain in confidence and not disclose to any third party any confidential information and samples received from the other party. Such information may, however, be disclosed insofar as such disclosure is necessary to allow a party, or its employees to defend against litigation, to file and prosecute patent applications, or to comply with governmental regulations. Such obligation of confidentiality shall be waived as to information and samples which (i) is in the public domain; (ii) comes into the public domain through no fault of the receiving party; (iii) was known prior to its disclosure by the receiving party, as evidenced by written records; or (iv) is disclosed to the receiving party by a third party having a lawful right to make such disclosure. Such obligations of confidentiality shall continue for five (5) years from the completion or termination of the Research.

Costs

13. Recipient will make appropriate payment to cover reasonable administration costs in the supply and transport of the samples but will make no payments for the samples themselves.

Term and Termination

14. This agreement will terminate on the earliest of the following dates : (a) XXX years from the date of signing this agreement, or (b) on completion of the Recipient's current Research with the Biological Material, or (c) on thirty (30) days written notice by either party to the other.

15. On termination for any reason, Recipient agrees to return or dispose of any remaining Biological Material, in accordance with the Provider's directions.

Miscellaneous

16. This Agreement constitutes the complete and exclusive agreement between Provider and Recipient with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances.

In witness whereof, Recipient and Provider have executed this agreement as of the date below written.

PROVIDER

RECIPIENT

Muscle Tissue Culture Collection (MTCC)

By :

By :

Name :

Name :

Title

Title :

Date

Date :

Description of material provided

Please specify your research project shortly:

