

Biobanking of Veterinary Resources (BVR) MATERIAL TRANSFER AGREEMENT

The Istituto Zooprofilattico Sperimentale della Lombardia e dell'Emilia Romagna "Bruno Ubertini" (hereinafter referred to as "IZSLER-BVR"), established in Brescia, via A. Bianchi 9, VAT number 00284840170 represented by its legal representative Dr. Piero Frazzi, born in San Secondo Parmense on September 9th 1959, domiciliated for the purpose at Istituto:

transfer

to the Recipient the Material only subject to the following conditions:

1. Definitions

1. For the purposes of this agreement the following definitions shall apply:

- **Recipient** means the Party that requests and receives the Material as specified in the Application Form;
- **Material** means any material or part of it provided to the Recipient and identified in the Application Form; the term encompass the original Material as well as any Progeny or Derivatives
- **Modification** means any substance that contains or incorporates a significant or substantial portion of the Material, its Progeny or Unmodified Derivative;
- **Progeny** means an unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism;
- **Unmodified Derivative** means any material created by the Recipient which is an unmodified functional subunit or a product of the Original Material;
- **Recipient Scientist** means the individual scientist who is referenced on the Application Form employed or retained by the Recipient who is responsible for receiving and using the Material;
- **Commercial Use** means the sale, lease or other transfer of the Material to any commercial organization;
- **Services**: activities to be performed.
- **ABS Legislation** shall mean any biodiversity legislation governing the access to genetic resources and benefits-sharing, whether local or national rules, laws and regulations arising from the "Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity" which entered into force on October 12th, 2014.

2. Structure of this contract

1. This document consists of:

- **Material Transfer Agreement;**
- **Application Form**, indicating the data regarding the Recipient and the Recipient Scientist, the Material, the price of the transfer, any limitation of use and any other note relating to the nature of the Material and transfer.

3. Purpose of the transfer

1. IZSLER-BVR shall transfer to the Recipient the Material indicated in the Application Form. Unless otherwise agreed, the Material and the Progeny may only be used by the Recipient Scientist for scientific research, quality control and educational purposes. Such activity shall be performed by the internal personnel of the Recipient, i.e. under the scientific management and control of the responsible Recipient Scientist and his/her collaborators.

4. Recipient Obligations

1. Any Commercial Use of the Material without prior written consent from IZSLER-BVR is strictly forbidden. The

Material cannot be transferred, sold, given, distributed to third parties without prior written consent from IZSLER-BVR.

2. In no case the Recipient will start a patent application or exploit the Material, without prior written consent from IZSLER-BVR.

3. Unless otherwise authorized by IZSLER-BVR in writing, the Material and unmodified Derivatives shall not be incorporated into any service or product for sale or used for the commercial provision or production of any service or product for sale. For the avoidance of doubts, genomic or plasmid nucleic acids from all of IZSLER-BVR's cultures or microorganisms shall be deemed as unmodified Derivatives.

5. Recipient Responsibility

1. The Recipient undertakes to use the Material in full compliance with any national and international applicable law, including any disposition and guidelines/directives and other standards applicable with regard to the usage, storage and transportation of the Material. In particular, the Material having intrinsic health risk shall be handled in full respect of the specific law and in compliance with all the necessary precautions.

2. The Recipient represents that within its laboratories:

- access to the Material, Progeny and Derivatives will be restricted to personnel capable and qualified to safely handle those substances, using appropriate containment.
- recipient shall use the utmost precaution to minimise any risk of harm to persons and property and to safeguard them from theft or misuse.

3. The Recipient also acknowledges that in no event the Material applies directly or indirectly to humans.

4. The Recipient assumes all liability for any and all third-party damages and claims arising out of or relating to this Agreement, including the receipt, use, handling, storage, conservation of the Material, except to the extent such damages are caused by the gross negligence or willful misconduct of IZSLER-BVR. To the extent permitted by applicable law, the Recipient agrees to indemnify, defend and hold harmless IZSLER-BVR against all third-party claims, losses, expenses and damages, including reasonable attorneys' fees.

6. IZSLER-BVR Warranty

1. IZSLER-BVR warrants that all supplied Material complies with its specification as set out by IZSLER-BVR. If the Material does not comply with the specification, the Recipient shall send a written notification to IZSLER-BVR within thirty (30) days after the receipt of the Material (or in case non-delivery of Material, within thirty (30) days of the agreed scheduled date of delivery). Recipient exclusive remedy, IZSLER-BVR shall at its own discretion either (i) refund the fee paid to IZSLER-BVR for such Material (exclusive of shipping and handling charges), or (ii) replace the Material. This warranty is valid if the Recipient ensures that the Material has been stored or processed according to the specifications detailed on the data sheet provided with the Material. The Recipient hereby accepts the shipping method and conditions for each specific Material and agrees with Incoterms as outlined by IZSLER-BVR at the time of placing the order.

2. In addition, IZSLER-BVR may impose further terms and conditions upon the supply of a particular Material. In this case, IZSLER -BVR shall provide the Recipient with details of these additional terms and conditions. Such additional terms and conditions shall, upon acceptance by the Recipient be deemed to be incorporated into the relevant contract.

3. IZSLER-BVR and its employees shall not be responsible for any loss or damage that the Recipient may suffer arising out of or relating to the use of the Material, except in case of willful misconduct or gross negligence of IZSLER-BVR or its employees.

4. IZSLER-BVR warrants that the use of the Material and Information by the Recipient, will not infringe the Intellectual Property Rights or any other rights of any Third Party.

5. IZSLER-BVR will communicate to any Recipients any information and documentation on the origin of the Material, in order for Recipients to comply with any applicable ABS Legislation

7. Industrial Property

1. IZSLER-BVR is the owner of the property and all the rights on the Material, Progeny and Unmodified Derivative, except in case of Materials deposited into IZSLER-BVR facilities under the Material Open Deposit Agreement, by Depositor who remains the owner of the Material. The transfer does not grant to the Recipient

the ownership of the Material, or any intellectual and industrial property rights.

2. IZSLER-BVR and the Recipient might be co-owner of possible Modification of the Material or novel substances created through the use of the Material. In that case, the Parties shall negotiate with an appropriate written agreement the means of commercial exploitation, patenting, and the regulation of the respective aspects, with the exception of 4.1.

3. In any case, each Party shall be entitled to use such novel substances for research purposes, internal laboratory and educational activities.

8. Research outcomes and publication

1. The Recipient is free to release scientific publications concerning the outcomes of the scientific research carried out with the Material.

2. Every publication referred to the Material or Derivatives shall acknowledge the source of the Material (quoting BVR's catalogue reference number) giving the due reference to the work of the original depositor.

9. Transfer

1. The Recipient shall not transfer any rights under this Agreement to any third parties.

10. Applicable Law and Jurisdiction

1. This Agreement shall be governed by the Italian law. As regards with anything not expressly provided for in this agreement the Italian law shall apply.

2. Any disputes arising under this Agreement, even relating to interpretation and enforcement of this Agreement, which are not settled amicably, shall be tried in the Court of Brescia.

For Istituto Zooprofilattico Sperimentale della Lombardia e dell'Emilia Romagna "Bruno Ubertini" BVR Accountable Manager Dr. Maria Beatrice Boniotti _____ (date dd/mm/yyyy) _____	For the Recipient The Legal Representative X _____ (date dd/mm/yyyy) _____
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Under Articles 1341 and 1342 of the Italian Civil Code the Recipient expressly represents to approve clause under articles 5, 6 and 10 by additional signature below.

For the Recipient
The Legal Representative

X _____