

Biobanking of Veterinary Resources (BVR)

**AGREEMENT FOR DEPOSITO OF MATERIAL
“OPEN DEPOSIT”**

Between

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

and

(hereinafter referred to as “**Depositor**”)

WHEREAS:

- IZSLER-BVR is a repository of biological Material, including bacteria, viruses and cell lines;
- Among the IZSLER-BVR services, the Open Deposit allows other institutions to deposit bacteria, viruses and cell lines in the public collection free of charge;
- The Depositor intends to deposit Material with IZSLER-BVR for the purpose of IZSLER-BVR distributing the Material to Recipients, subject to the terms and conditions of this Agreement.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. STRUCTURE OF THIS CONTRACT

This document consist of:

- Agreement for the deposit of material
- Open Deposit Request Form
- Biohazard Risk Assessment Form
- Open Deposit Terms and Conditions
- Agreement Open Deposit Form

2. DEFINITIONS AND INTERPRETATION

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

- **Material** means any material or part of it provided by the Depositor and identified in the specific Open Deposit Request Form (attached hereto);
- **Services**: activities to be performed.

- **Depositor** means the party whose details are set out in the Open Deposit Request Form (attached hereto).
- **Open Deposit Request Form** means the form indicating data of the Depositor, the Material, any limitation of use and any other note relating to the nature of the Material and transfer.
- **Intellectual Property Rights** means any rights in respect of trade marks (whether registered or not), get up or trade dress, brands, logos, service marks and trade names, all rights in or to any patent/patent application, copyright, database rights, design (whether registered or not) or other design right, utility model, moral right, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

3. SUBJECT OF THE AGREEMENT

- 3.1. IZSLER accepts to receive in its own repository (Biobank of Veterinary Resources - BVR) free of charge the Material that the Depositor requests to deposit subject to the terms contained in the Open Deposit Request Form.
- 3.2. IZSLER-BVR shall keep the Material in its repository (Biobank) for _____ years (to be established between the Depositor and IZSLER-BVR), in premises suitable for conservation.
- 3.3. IZSLER-BVR will remove the Material after three years if no requests have been received. Its removal from biobank, will be agreed with the Depositor.
- 3.4. IZSLER-BVR will distribute the Material at the price requested for their use for purposes and that covers the cost for storage and related activities.
- 3.5. Distribution of the Material for commercial purposes and the modality and price, will be agreed between the General Manager of IZSLER-BVR and the Depositor.

4. GRANT OF RIGHTS

- 4.1. The Depositor is fully aware that the purpose of the Biobank of Veterinary Resources is to collect biological material to promote and share research outcomes for the benefit of the scientific community and the technological progress
- 4.2. Therefore the Depositor grants IZSLER-BVR an irrevocable, perpetual, non-exclusive, royalty free, transferrable, worldwide licence to hold on deposit and store the Material, use it for research and educational purposes and distribute the Material to third parties for research purposes only.
- 4.3. The Depositor undertakes and is aware that the Material may be transferred or granted by IZSLER-BVR to Third Parties who might request it for research purposes, for a fee to cover expenses.
- 4.4. The Depositor is also fully aware that the granted licence is perpetual and that it shall not request IZSLER-BVR to return the deposited Material.

5. THE DEPOSITOR'S WARRANTIES

- 5.1. The Depositor warrants to IZSLER-BVR that:
 - (a) it has the necessary rights in and title to the Material to deposit the Material with IZSLER-BVR, to enter into the Agreement and to authorise use and distribution of the Material by IZSLER-BVR as provided for in the Agreement;
 - (b) it has supplied the Material and Information to IZSLER-BVR in a manner that complies with all Applicable Law;
 - (c) all Information provided to IZSLER-BVR is true, correct and complete and allows a reasonable assessment of the Material's nature and associated risks and omits nothing of a material nature;

- (e) the Material has been legally and ethically obtained;
- (f) use of the Material and Information by IZSLER-BVR, as proposed by the Agreement, will not infringe the Intellectual Property Rights or any other rights of any third party;
- (g) the Material is pure at the time of deposit;
- (h) all supplied Material complies with its specification. In case the Material does not comply with the specification, IZSLER-BVR shall send a written notification to the Depositor within thirty (30) days after receipt of the Material (if requested to evaluate specification)

6. IZSLER-BVR'S OBLIGATIONS

- 6.1 IZSLER-BVR will handle the Material with due skill and care, taking into account the hazardous characteristics of the Material.
- 6.2 IZSLER-BVR will use its reasonable endeavours to maintain and use the Material with appropriate precautions to minimise any risk of harm to persons and property, taking into account the hazardous characteristics of the Material and to safeguard the Material from theft and misuse.
- 6.3 IZSLER-BVR acknowledges that the Material is not intended for use in humans and it will not knowingly provide the Material to any Third Party for use in, or with, human subjects without the prior written consent of the Depositor and, where applicable, from any applicable professional ethics or regulatory authority. This applies to both direct and indirect applications and includes diagnostic testing and production of substances for end-use in human subjects. IZSLER-BVR undertakes to contractually require all Recipients of the Material to undertake to IZSLER-BVR that they will not use the Material in humans.
- 6.4 Unless first authorised by the Depositor in writing, IZSLER-BVR shall not knowingly provide the Material to any Third Party for commercial use, or for any use involved in the preparation for sale of any biological materials. Any application made to IZSLER-BVR by a Third Party for commercial use will be referred directly to the Depositor.

7. RESPONSIBLE FOR IZSLER-BVR SERVICES

- 7.1 The Person Responsible for IZSLER-BVR services is Dr. Maura Ferrari. In case of absence she shall be substitute by Dr. Guerino Lombardi.
- 7.2 It is intended that the Responsible Person is responsible for obtaining any necessary authorization to import and to handle the Material according to the applicable law.

8. LIABILITY AND INDEMNITIES

- 8.1 To the maximum extent permitted by law and notwithstanding any other provision of the Agreement, IZSLER-BVR is not liable in respect of any indirect, consequential or special loss, loss of revenue or loss of profit howsoever arising whether under contract, in tort, in equity, under statute or otherwise.
- 8.2 The Depositor agrees that IZSLER-BVR has not made any representations as to any matter, fact or thing that is not expressly provided for in the Agreement and IZSLER-BVR does not give any warranty or guarantee in relation to its obligations under the Agreement except to the extent required by law.
- 8.3 The Depositor indemnifies IZSLER-BVR against any contingent or actual loss incurred by IZSLER-BVR arising from or in connection with any breach of the Agreement by, or the negligence of, the Depositor.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY**

9.1 The Depositor is the owner of the property and all the rights on the Material. The transfer does not grant to IZSLER-BVR the ownership of the Material, or any intellectual and industrial property rights.

10. **SAFETY HAZARDS**

See terms and conditions set in the Biohazard Risk Assessment Form.

11. **RESEARCH OUTCOMES AND PUBLICATION**

Every publication referred to the Material or Derivatives shall acknowledge the source of the Material (indicating IZSLER-BVR's catalogue reference number) giving the due reference to the activity of the original Depositor.

12. **APPLICABLE LAW AND JURISDICTION**

12.1 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.

12.2 Any disputes arising under this Agreement, even relating to interpretation and enforcement of this Agreement, will be disputed in the Court of Brescia

For Istituto Zooprofilattico Sperimentale della
Lombardia e dell'Emilia Romagna
"Bruno Ubertini" - IZSLER

For the Depositor or its Delegate / Researcher

The Legal Representative or
its Delegate

(date dd/mm/yyyy)

(date dd/mm/yyyy)

Under Articles 1341 and 1342 of the Italian Civil Code the Depositor expressly represents to approve rules under articles (3.1, 4, 7, 11) by additional signature below.

For the Depositor or its Delegate/Researcher
