**MATERIAL TRANSFER AGREEMENT**

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| **BETWEEN**: | **Izmir Institute of Technology**  Gülbahçe Campus, 35430 Urla, İzmir  (VAT registration number: 4840512627)  (hereinafter referred to as “**Provider Institution**”) on behalf of the Provider Scientist  (Provider Institution and Provider Scientist are collectively referred to as “Provider”) |
| **AND**: | **[INSERT NAME OF THE RECIPIENT INSTITUTION]**  **[INSERT ADDRESS]**  (hereinafter referred to as “**Recipient Institution**”) on behalf of the Recipient Scientist  (Recipient Institution and Recipient Scientist are collectively referred to as “Recipient”) |
| (individually Provider and Recipient are each a “Party” and collectively the “Parties”) | |

**WHEREAS** Provider wishes to provide Recipient, and Recipient wishes to obtain from Provider, certain proprietary information and biological and/or chemical materials on terms and conditions set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and covenants set out in this Agreement, the parties agree as follows:

1. **DEFINITIONS**. In this Agreement, the following words have the following definitions:

1.1 “**Agreement**” means this Material Transfer Agreement;

1.2 "**Commercial Purposes**" means the sale, lease, licence or other exploitation of the Material, Information or Inventions to a person for profit, including, but not limited to, use of the Material, Information or Inventions by Recipient or any individual or organization to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, licence or other exploitation of the Material, Information or Inventions to any individual or organization for profit. For greater certainty, academic research sponsored by government does not fall within the definition of "commercial purposes" unless the sponsor retains rights, title or interests in and to the Material, Information or Inventions or unless the research activities result in any sale, lease, licence or other exploitation of the Material, Information or Inventions to any individual or organization for profit;

1.3 “**Disclosure**” means the publication of theses, articles, scholarly writings or oral or written presentations at lectures or seminars or similar public settings;

1.4 “**Effective Date**” means the date upon which the agreement becomes effective and corresponds to date of the last signature to the agreement;

1.5 "**Information**" means any and all information provided to Recipient by Provider relating to the Material, and clearly marked “CONFIDENTIAL”, or if related orally or visually, identified as CONFIDENTIAL at the time of disclosure and reduced to written form within a reasonable period (but no later than thirty (30) days following disclosure) following disclosure. Information includes, but is not limited to, all know-how, techniques, practices, data, specifications, plans, drawings, prototypes, recordings, instructions, manuals, papers or other materials in whatever form or nature;

1.6 "**Inventions**" means any discoveries, improvements, processes or inventions made by Recipient through use of the Material, Modifications or Information;

1.7 "**Material**" means the Original Material, any Progeny or Unmodified Derivatives thereof;

1.8 "**Modifications**" means substances created by Recipient, which contain or incorporate any form of the Material (including Original Material, Progeny or Unmodified Derivatives);

1.9 “**Original Material**” means the original material being transferred to the Recipient;

1.10 "**Progeny**" means unmodified descendant from the Material (for example, virus from virus, cell from cell, or mouse from mouse, or mouse from stem cell);

1.11 "**Research Project**" means the research described in 2.5

1.12 "**Unmodified Derivatives**" means substances created by Recipient, which constitute an unmodified functional subunit or product expressed by the Original Material (for example, subclones of unmodified cell lines, purified or fractionated subsets of the original material, proteins expressed by DNA/RNA supplied by Provider, or monoclonal antibodies secreted by a hybridoma cell line).

**2.** **SHORT DESCRIPTION OF MATERIALS’ TRANSFER**. The information in the following table is filled out and agreed by both Parties:

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| 2.1. | *Insert Provider’s name and address* |  |
| 2.2 | *Insert description of materials* |  |
| 2.3. | *Insert name of Recipient Scientist, the principal user of the materials* |  |
| 2.4. | *Insert name and address of Recipient Scientist’s Institution, the recipient of the materials* |  |
| 2.5. | *Insert description of Research Project for which Materials are to be used* |  |
| 2.6. | *Insert quantity of Materials to be supplied and period for which they are to be provided* |  |

**3. LIMITED LICENCE**. No licence under any Provider intellectual property is granted or implied by this Agreement. Subject to the terms and conditions of this Agreement, Provider hereby grants to Recipient a non-transferable non-exclusive licence to use the Material and Information for academic research purposes only as described in the Research Project, for a period commencing on the Effective Date and ending three (3) years thereafter unless terminated earlier in accordance with this Agreement.

**4.** **RESTRICTIONS ON USE**. Recipient agrees that the Material and Information:

4.1 shall be used only under the Recipient Scientist’s direct supervision and only for the purpose of performing the Research Project described in 2.5 and for no other purpose;

4.2 shall not be used directly or indirectly for Commercial Purposes or commercially-sponsored research;

4.3 may be used for investigational use in laboratory animals on condition that required ethical permissions have been obtained and/or in vitro studies but shall not be used in human subjects or for diagnostic or prognostic purposes;

4.4 will not be used in research that grants proprietary rights in the Material or Information to a third party; and

4.5 will not be transferred or disclosed to any third party for any purpose whatsoever without the prior written consent of Provider.

**5. INTELLECTUAL PROPERTY.**

5.1. In the event that the Recipient Institution, the Recipient Scientist or the Co-workers make or observe any new discovery, improvement or invention (“Invention”) relating to the Materials or as a direct result of the Research Program, the Recipient Institution will promptly bring this to the attention of the Provider. Recipient Institution shall not, and shall ensure that the Recipient Scientist and the Co-workers shall not, make, or seek to make, actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention except with the prior written consent of the Provider. The Provider will, at all times, retain the right to use all Inventions for non-commercial research purposes.

5.2. If any revenues result from any use of the Materials by the Recipient Institution, the Recipient Scientist or the Co-workers, the Provider shall be entitled to a reasonable share of any such revenues.

**6. WARRANTIES AND LIABILITIES.**

**6.1.** The Recipient is responsible for the safe handling and storage of the Material in order to ensure that the Material will not cause any harm to any person or property. The Recipient acknowledges that the Material may be toxic, may contain infectious agents or other substances that are hazardous or dangerous or harmful to persons or property. Recipient agrees to waive all claims against the Provider, the Recipient Scientist, and their respective employees, agents and trustees, and to defend, indemnify and hold harmless the Provider, the Recipient Scientist and the respective employees, agents and trustees from all claims and damages asserted by Recipient or third parties arising from the use, storage, handling or disposal of the Materials, progeny and mutants thereof, or of products or information derived from there.

**6.2**. The Provider makes no representations and extends no warranties of any kind, either expressed or implied. There are no expressed or implied warranties of merchantability or fitness for a particular purpose. Moreover, there are no expressed or implied warranties that the use of the material will not infringe any patent, copyright, trademark, or other proprietary rights.

**7. TERM OF THE AGREEMENT** is three (3) years starting from the Effective Date. Permission to extend the term of this Agreement must be sought by the Recipient Institution three (3) months before the expiry of the Term. Upon conclusion of the Purpose, or immediate termination of this Agreement by the Provider because of breach by the Recipient, or termination of this MTA for any reason by either Party, the Recipient agrees to discontinue all use of the Provider Material and return all remaining Material to the Provider, or destroy it, as well as provide written notice upon thirty days (30 days).

**8. LEGISLATION.** The Parties agree that this Agreement shall be governed by and construed in accordance with Switzerland Legislation. Each Party shall retain one copy signed by both Parties.

**9. DISPUTE SETTLEMENT.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation or enforcement of this agreement, including but not limited to breach thereof, unless amicably settled, shall be referred to mediation before, and as a condition precedent to, the initiation of any proceeding, including arbitration.

**AGREED by the Parties through their authorized signatories as follows:**

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| **For and on behalf of the Provider:** | **For and on behalf of the Recipient:** |
|  |  |
| Signed | Signed |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |