



BIOLOGY CENTRE ASCR

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MATERIAL TRANSFER AGREEMENT TEMPLATE

signed under § 1746 section 2 Law No. 89/2012 Coll. between

Biology Centre CAS

Branišovská 31, 370 05 České Budějovice
IČ:600 77 344
DIČ CZ60077344
Represented by Prof. Ing. Miloslav Šimek, CSc.
(Hereafter also as “PROVIDER”)

and

.....
.....
.....
.....

Represented by
(Hereafter also as “RECEIVER”)

Enter into this Material Transfer Agreement (the “AGREEMENT”) dated as seen on the signature page:

I. The Subject of the AGREEMENT

1.1. PROVIDER agrees to provide RECEIVER with a PROVIDER owned MATERIAL for research purposes only.

II. The Price and Terms of the AGREEMENT

- 2.1. The MATERIAL will be provided after signature of this AGREEMENT in a form and terms that are specified in Annex 1 of this AGREEMENT.
- 2.2. The MATERIAL is provided to the RECEIVER solely for the purpose of research, educational and scientific evaluation of the properties of the MATERIAL and RECEIVER's assessment of broadening its interest in collaboration with PROVIDER involving the MATERIAL. RECEIVER agrees not to use the MATERIAL or the results of its assessment of the MATERIAL for any other purpose without the prior written consent of PROVIDER. Nothing herein shall be deemed to grant RECEIVER rights under any patent or other proprietary rights of the PROVIDER. RECEIVER understands that the MATERIAL is for evaluation of its biological properties only, and agrees that the MATERIAL will not be administered to humans in any manner or form and is not used in any form that would cause environmental damages.

- 2.3. RECEIVER agrees that the MATERIAL will remain the sole property of PROVIDER and will be destroyed when this agreement expires. At the request of PROVIDER, RECEIVER will destroy or return all remaining MATERIAL to PROVIDER at any earlier date, but not within 90 days of RECEIVER's receipt of the MATERIAL.
- 2.4. RECEIVER agrees not to transfer the MATERIAL to any third party without the prior written consent of PROVIDER.
- 2.5. RECEIVER agrees to comply with all foreign and domestic government guidelines, statutes, ordinances and regulations which are applicable to use of the MATERIAL, including biosafety procedures, and with any safety precautions accompanying the MATERIAL which the RECEIVER understands as potentially harmful. The PROVIDER shall not take any responsibility for any misuse of the material.
- 2.5.1. RECEIVER and PROVIDER acknowledges that the MATERIAL may have unknown or hardly detectable characteristics which may cause harm associated with handling, transport, storage and other treatment of the MATERIAL.
- 2.6. RECEIVER agrees that in no event shall PROVIDER be liable for any use of the MATERIAL by RECEIVER and that RECEIVER will defend, indemnify and hold harmless PROVIDER from any loss, claim, damage or liability of any kind which may arise from or be connected with any use, handling or storage of the MATERIAL by RECEIVER, except to the extent directly resulting from PROVIDER's gross negligence or intentional wrongdoing.
- 2.7. RECEIVER acknowledges the interest of PROVIDER to use results for internal research purposes. If RECEIVER in the course of applying the MATERIAL or any part thereof makes a patentable invention, concerning the characteristics of the MATERIAL as such, RECEIVER will promptly inform PROVIDER thereof. RECEIVER and PROVIDER will then share the right to file together an application for Intellectual property protection. They will share the costs of protection and will negotiate in good faith an agreement that specifies distribution of the profit generated through the joined patent protection. In the event that RECEIVER does not wish to file an application for patent protection in respect of such invention within two months of disclosure of said invention to the PROVIDER, RECEIVER shall permit PROVIDER to file same in its own name and at its own expense.
- 2.8. The PROVIDER expects the RECEIVER to use the MATERIAL with an intention of publishing research articles in scientific journals and similar dissemination of scientific data. The RECEIVER is obliged to present the full description and source of the MATERIAL, specifically the name of the isolate, which is specified in Annex 1 of this AGREEMENT and "Biology Centre CAS" whenever the material is used for such purposes either anywhere in the plain text of the research article or in the material section or in the acknowledgments section of the article. Any such publication made by the RECEIVER requires the prior written consent of the PROVIDER, which will be granted on the basis of the provided text relating to the results and the consent will not be unreasonably withheld. The specific publications will be submitted to the PROVIDER in writing form and the PROVIDER will provide the decision about the nature of the results for publication within 30 days of receipt of the text. This provision applies mutually, thus by the RECEIVER to the PROVIDER, and it means that the RECEIVER will not unreasonably withhold the PROVIDER from the possibility to publish the results of evaluation of the MATERIAL by the RECEIVER. The PROVIDER may also request a delay in publication, when the

industrial legal protection is necessary to ensure according to the opinion of the PROVIDER. Any delay of the publication should not take longer than is necessary for the PROVIDER to obtain data for ensuring the required protection and must not exceed 4 months from the date of receipt of the draft of the publication.

- 2.9. During the term of this AGREEMENT and for a period of 20 (twenty) years after expiry of this AGREEMENT, RECEIVER will keep all results of its assessment of the MATERIAL, and any other information made available between the Parties under this AGREEMENT (hereinafter collectively referred to as INFORMATION) under a strict control and protection from being used in any commercial activities.

III. The Effect of the AGREEMENT and Penalties

- 3.1. This AGREEMENT shall enter into force on the EFFECTIVE DATE, or if signed by any of the parties later than on the date of the last remaining signature and shall remain in force for 5 years extendible upon prior written mutual agreement.
- 3.2. In case of violation of any stipulations made by this AGREEMENT by either of the PARTIES the violating party agrees to pay a fine of 1000 EUR for each violation. The fine does not include possible rights for compensations.
- 3.3. This AGREEMENT is not assignable by RECEIVER, whether by operation of law or otherwise, without the prior written consent of PROVIDER.

IV. The Final Stipulations

- 4.1. In any case not explicitly stated in this agreement the parties are bound by Czech Republic Law No. 89/2012 Coll.
- 4.2. If any of the stipulations in this AGREEMENT is or shall be invalid or not effective it shall not have any influence on other stipulations of this AGREEMENT and these shall stay valid and effective. The parties shall exchange any invalid stipulation by a valid one as soon as possible and the valid Laws of Czech Republic are to be effective in the meantime.
- 4.3. Any changes in this AGREEMENT shall be made only by mutually signed written amendments.
- 4.4. This AGREEMENT shall be governed by and construed in accordance with the substantive laws of the Czech Republic, except for the conflict of law provisions. All possible disputes between the PROVIDER and the RECEIVER shall be solved amicably and in a good faith. The PROVIDER and the RECEIVER agreed upon general courts of the Czech Republic as a body to solve disputes that cannot be solved otherwise. The possible trials will be managed in Czech language and under Czech law.
- 4.5. This AGREEMENT is prepared in two (2) 4-page samples each with an effect of original and containing any possible annexes. Each party will receive one sample.
- 4.6. IN WITNESS WHEREOF, the parties have freely, knowingly, voluntarily and intelligently entered into this AGREEMENT as of the date set forth hereunder.

RECEIVER:

Date:

Name:

Position:.....

Responsible employee (applicant)

In, day:

Name, function :.....

PROVIDER Biology Centre AS CR

Date:

Name: Prof. Ing. Miloslav Šimek, CSc.

Position: Institute director

Responsible employee (Head of the collection)

In České Budějovice

Name, function:.....