

## MATERIAL TRANSFER AGREEMENT

In Montevideo, on \_\_\_\_\_(date), there appear: ON ONE HAND, Universidad de la República, represented herein by \_\_\_\_\_, in her/his capacity as Pro Rector for Research, domiciled at \_\_\_\_\_, hereinafter referred to as the SUPPLIER, and ON THE OTHER HAND: \_\_\_\_\_, represented herein by \_\_\_\_\_, domiciled at \_\_\_\_\_, hereinafter referred to as the RECIPIENT, who agree on the following:-----

**FIRST. RECITALS:** I) \_\_\_\_\_ acts in her/his capacity as Pro Rector for Research and on behalf of the Universidad de la República, in accordance with the resolution of the Rector dated May 3, 2017, according to which he delegated the signature of Material Transfer Agreements in the Pro Rector for Research, provided that its text corresponds to the standard form approved by Resolution No. 15 of the Central Executive Council dated 11/22/16; the Central Executive Council having taken knowledge of said Resolution in ordinary session of May 16, 2017.

II) The SUPPLIER is the owner of the following MATERIAL: (*identify, include amount*) – (*determine if material includes original material, progeny and unmodified derivatives*), which will hereinafter be referred to as the MATERIAL. -----

III) Provide background of the institution, and state if there is a previous relation regarding UDELAR research.-----

IV) The RECIPIENT is interested in using the MATERIAL to carry out the *project/survey/research* \_\_\_\_\_ described in *Annex I/described below*: \_\_\_\_\_(*detailed description*) with the following aims: \_\_\_\_\_(*describe uses*). -----

**SECOND. AIM:** the aim of the present agreement is to establish the terms and conditions under which the SUPPLIER will deliver for free to the RECIPIENT the MATERIAL owned

by it, described in the first clause, section I) of this Agreement, for the sole purpose of carrying out the *project/survey/research* referred to in the first clause, section III) of these presents. -----

**THIRD. RECIPIENT'S OBLIGATIONS:** the RECIPIENT undertakes to the following: ----

1) To use the MATERIAL provided by the SUPPLIER only for the aims of the *project/survey/research* indicated in the RECITALS and AIM clauses of this Agreement and not for any profit. The MATERIAL may not be used for any purpose other than those defined herein.-----

2) Not to give the MATERIAL to any person other than the signatories of this Agreement. The RECIPIENT is not allowed to give, sell or transfer the MATERIAL to any other person, under any circumstance, unless it is previously authorized in writing by the SUPPLIER.-----

3) To inform each and every one of its employees or dependents who have access to the MATERIAL about the terms and conditions of this Agreement.-----

4) To keep the MATERIAL, as well as any other material, data or information provided by the SUPPLIER, under strict confidentiality and secrecy, not being able to use them for any other aim other than those established herein. Therefore, such information and materials will not be transferred to any other person, except for employees and dependents who necessarily have to access them, and it must be guaranteed that said people undertake to keep them under strict confidentiality. This obligation will remain in force for five years after termination of this Agreement between the parties.-----

5) Not to submit applications for patents in any State, or to try to protect with any intellectual property title the results of the *project/survey/research* related to the MATERIAL, or to establish any other property right regarding the MATERIAL, without previous written consent by the SUPPLIER.-----

6) If new characteristics or properties regarding the MATERIAL are identified, this must be notified immediately to the SUPPLIER and such information shall be kept confidential.-----

7) Not to publish or disclose the results of any use of the MATERIAL without previous written consent by the SUPPLIER; All publications made based on the MATERIAL must mention the source of such MATERIAL. -----

8) To comply with national and international regulations in force with regard to the transfer of material which apply to the MATERIAL, including biosafety procedures and regulations applicable in relation to bioethics.-----

9) To bear all expenses related to the shipment of the MATERIAL by the SUPPLIER from the place indicated by it.-----

**FOURTH. SUPPLIER'S OBLIGATIONS:** The SUPPLIER undertakes to deliver the MATERIAL to the RECIPIENT, in the term and under the conditions established in the Protocol attached hereto as Annex II.-----

**FIFTH. INTELLECTUAL PROPERTY:** the SUPPLIER will keep the ownership of the MATERIAL. The present Agreement is not a license of any sort for any intellectual property rights regarding the MATERIAL, nor does it grant the RECIPIENT any right regarding the MATERIAL other than the right to carry out the *project/survey/research* herein referred to. ---

If the RECIPIENT is interested in commercially developing the MATERIAL, it will have to previously negotiate with the SUPPLIER a license agreement which states the consideration and other obligations to be fulfilled by the RECIPIENT. Such consideration must include royalties regarding the gross value of sales of products resulting from the MATERIAL. -----

**SIXTH. GUARANTEE AND RESPONSIBILITY:** the SUPPLIER provides the material at an experimental stage, without any express or implicit guarantee, including any guarantee of the MATERIAL's marketability or adequacy for specific purposes, or any guarantee that the use thereof does not violate any patent or property rights of third parties. -----

The RECIPIENT undertakes all responsibilities for damages resulting from the use, storage or handling of the MATERIAL. The SUPPLIER does not take responsibility for any loss or

damages resulting from this Agreement to the RECIPIENT or third parties, and arising responsibilities will be undertaken in all cases by the RECIPIENT.-----

**SEVENTH. TERM:** the present agreement will become effective on the date of its execution and will be terminated when the *project/survey/research* involving the MATERIAL is finished, and no later than (*date*)\_\_\_\_\_.-----

**EIGHTH. RESCISSION:** The breach by a party of the obligations assumed in this agreement will give right to the other to request its rescission.

The SUPPLIER may terminate this Agreement at any time provided that there is a 30 day written notice given to the other party.

**NINTH. TERMINATION:** In any scenario of termination of this Agreement, within 30 days following the date of termination thereof, the RECIPIENT must: i) send the SUPPLIER a final report, describing the results of research carried out with the MATERIAL; ii) return, at the RECIPIENT's expense, to the SUPPLIER all the MATERIAL not used or discarded, as well as any other related data or confidential information.-----

Clauses related to confidentiality, intellectual property, guarantee and responsibility, conflict resolution and applicable law and jurisdiction will remain in force after the termination of this Agreement.-----

**TENTH. ASSIGNMENT:** The parties may not assign wholly or in part the obligations arising from this Agreement without previous written consent by the counterparty.-----

**ELEVENTH. CONFLICT RESOLUTION:** The parties will try to solve in good faith any differences or conflicts arising in relation to the interpretation and/or implementation of this Agreement.-----

**TWELFTH. APPLICABLE LAW AND JURISDICTION:** The present Agreement will be governed by the laws of the República Oriental del Uruguay. Judges of the city of Montevideo will have jurisdiction for the interpretation and implementation of provisions herein.-----

**THIRTEENTH. TECHNICAL MANAGERS.** The SUPPLIER appoints \_\_\_\_\_ as Technical Manager for the implementation of this Agreement.

The RECIPIENT appoints \_\_\_\_\_ as Technical Manager for the implementation of this Agreement. -----

**FOURTEENTH. DOMICILES AND COMMUNICATIONS:** The parties' domiciles for the purpose hereof shall be the ones indicated hereinabove. Any notification required will be carried out by certified telegram or any other reliable means of communication, addressed to the domiciles stated herein.-----

In faith whereof, two counterparts of these presents are signed in the place and date indicated above. -----

SUPPLIER: -----

Signature:-----

Name:-----

Position:-----

Date:-----

RECIPIENT:-----

Signature:-----

Name:-----

Position:-----

Date:-----

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