



Università degli Studi di Foggia
DIPARTIMENTO DI SCIENZE MEDICHE E CHIRURGICHE

MATERIALS TRANSFER AGREEMENT; NOT-FOR-PROFIT ORGANISATION (" Agreement")

1. This paragraph 1 applies where the **"Supplier"**, the **Department of Medical and Surgical Science, University of Foggia**, whose address is Viale Pinto no. 1, 71122 Foggia, agrees to supply Material to the **"Receiver"**, the **Department of Cellular, Computational and Integrative Biology, University of Trento**, in respect of a research project focused on the analysis of circulating biomarkers from prostate cancer patients' blood, **for a period of three years starting from the date of the last signature of the agreement.**
2. In this Schedule, **"Material"** means a chemical compound, material collected or derived from a human patient, animal models or other substance, provided by the Supplier to the Receiver.
3. The Supplier will not make a charge for the supply of the Material save as expressly agreed otherwise.
4. The Supplier will properly package and arrange for delivery of the Material to the Receiver as soon as practicable. If the Receiver so requests, the Supplier shall provide instructions on the safe storage, use and handling of the Material.
5. The warranty in this clause 5 is given by the Supplier to the Receiver and shall apply only where the Material comprises or includes human tissue. The Supplier warrants that all Material has been collected with appropriate informed consent and has been collected and handled in accordance with applicable local law.
6. Save for the warranty given in clause 5 above, the Material is supplied without any warranty, expressed or implied, including as to its properties, quality, fitness for any particular purpose, or freedom from infection or (subject to clause 5 above) that the Material and its use for the Purpose (as defined below) will not infringe the rights of a third party.

The Receiver Institution agrees that the Materials will be used in accordance with the following terms and conditions, to be read and understood in conjunction with Schedule A attached hereto.

- a) The Materials are to be used only for the research and academic purpose of undertaking the research study described in the Permitted Purpose (please refer to Schedule A) in the laboratory of the Receiver Scientist. The Materials must not be released to any person not under direct supervision of the Receiver Scientist, or to any organisation without the prior written permission of the Department of Medical and Surgical Science, University of Foggia, except that the Receiver Institution may allow or permit authorised representatives or legal advisers to have access to or inspect the Materials where such access is necessary for the Permitted Purpose and provided that each person to whom the Materials are provided is aware of and abides by the terms and conditions of this Agreement in the same manner and form as the Receiver Institution;
- b) The Receiver shall restrict use of the Material to its staff who have received adequate training and have the requisite skill and expertise for the proper use of the Material;
- c) Where the Purpose includes use of the Material in a clinical study, use the Material: in accordance with the study protocol, the consent of the patient, and the ethics approval for the study and not redistribute or release the Material to any person other than in accordance with: the study protocol, regulatory approvals and patient consent;
- d) The Materials are not for use in humans or for diagnostic purposes without the express written consent of the Department of Medical and Surgical Science, University of Foggia.
- e) The Materials are not to be used directly or indirectly for any commercial purpose without express written consent of the Department of Medical and Surgical Science, University of Foggia.



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- f) The Receiver Institution is responsible for ensuring and must ensure compliance with all applicable laws and regulatory requirements relating to the possession, use, handling, storage and disposal of the Materials.
 - g) The Materials remain the property of the Department of Medical and Surgical Science, University of Foggia and unused Materials must be returned to the Department of Medical and Surgical Science, University of Foggia or destroyed upon the Department of Medical and Surgical Science, University of Foggia's request. Receipt of the Department of Medical and Surgical Science, University of Foggia's Materials does not imply transfer of any intellectual property or other rights with respect to the Materials other than as provided under this Agreement for the Permitted Purpose.
 - h) Upon completion of the research study conducted for the Permitted Purpose, the Receiver Institution shall, in confidence, advise the Department of Medical and Surgical Science, University of Foggia, writing of the results and outcomes of the study, including notification of the production of any modifications or derivatives of the Materials or any inventions, know-how, data or any intellectual property rights created through use of the Materials.
 - i) Any publication arising from use of the Materials shall duly acknowledge the contribution of the Department of Medical and Surgical Science, University of Foggia and any the Department of Medical and Surgical Science, University of Foggia researcher in providing the Materials in a scientifically appropriate manner. A copy of the proposed publication is to be provided to the Department of Medical and Surgical Science, University of Foggia thirty (30) days before submission to the publisher and the Department of Medical and Surgical Science, University of Foggia shall have the right to review the publication and file any patent applications relating to the Materials. The Receiver Institution shall, at the Department of Medical and Surgical Science, University of Foggia's request, postpone publication for an additional sixty (60) days from receipt of such request in order to allow such patent applications to be filed.
 - j) If the Receiver Institution, Receiver Scientist or any person acting for or on behalf of the Receiver Institution or the Receiver Scientist makes an invention, discovery or any other intellectual property right that is derived or generated as a result of use of the Materials, the Receiver Institution will promptly inform the Department of Medical and Surgical Science, University of Foggia. Ownership shall be determined on the basis of inventorship, taking into account the respective roles and contributions of the parties to that invention, discovery or intellectual property right. For the avoidance of doubt, mere supply of Materials with no Inventive input will not result in any ownership rights; however, the Department of Medical and Surgical Science, University of Foggia shall retain ownership of any Materials incorporated into any new product in which the Materials are used. In the case of a joint invention, the Department of Medical and Surgical Science, University of Foggia, and the Receiver Institution agree to negotiate in good faith any intellectual property ownership rights regarding such inventions, which may provide, inter alia, for the sharing of income, patent costs and the administration of the patent. Where the ownership of any invention, results or know-how arising from use of the Materials vests in the Receiver Institution, the Department of Medical and Surgical Science, University of Foggia shall have a perpetual non-exclusive royalty-free licence to use such invention, results or know-how for the sole purposes of the Department of Medical and Surgical Science, University of Foggia's internal research and teaching.
 - k) To the extent permitted by law, the Receiver Institution will assume liability, damage, loss or expense (including reasonable attorneys' fees and expense of litigation) incurred by or imposed upon the Department of Medical and Surgical Science, University of Foggia in connection with any claims, suits, actions, demands or judgements arising out of the Receiver Institution's or the Receiver Scientist's use, handling, storage or disposal of the Materials, except to the extent that the liability is due to the gross negligence or wilful misconduct of the Department of Medical and Surgical Science, University of Foggia.
 - l) **THE RECEIVER INSTITUTION ACKNOWLEDGES THAT THE MATERIALS ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED BY THE DEPARTMENT OF**
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MEDICAL AND SURGICAL SCIENCE, UNIVERSITY OF FOGGIA WITHOUT WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, OR FREEDOM FROM INFECTION OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED (EXCEPT TO THE EXTENT THAT SUCH WARRANTIES MAY BE IMPLIED BY LAW), AND WITHOUT REPRESENTATION THAT USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DEPARTMENT OF MEDICAL AND SURGICAL SCIENCE, UNIVERSITY OF FOGGIA HAVE NO LIABILITY FOR ANY USE, HANDLING, STORAGE OR DISPOSAL OF THE MATERIALS BY THE RECEIVER INSTITUTION, OR FOR ANY LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND OR NATURE WHICH MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE, HANDLING, STORAGE OR DISPOSAL OF THE MATERIALS UNLESS CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE DEPARTMENT OF MEDICAL AND SURGICAL SCIENCE, UNIVERSITY OF FOGGIA EMPLOYEES AND/OR AGENTS.

- m) The Receiver Institution agrees that its rights and obligations under this agreement are not assignable.
 - n) The Supplier and Receiver shall each be responsible for keeping a record of the Material that has been transferred and make available copies of the records to each other upon request.
 - o) A party seeking to resolve a dispute relating to this Agreement (the "Dispute") must notify the other party in writing and both parties must use their best endeavours to resolve by negotiation for a period of 30 days from the date of the written notice. If the parties fail to resolve the dispute in that thirty-day period they must refer the dispute to mediation in a timely manner. If the dispute is not resolved after mediation, either party is free to commence court proceedings. Nothing in this clause will prevent a party from seeking interlocutory relief through courts of appropriate jurisdiction. A party who chooses to take legal action or proceeding will have that action or proceeding governed by the laws in which the other party resides and against whom the action or proceeding will be taken.
 - p) This Agreement does not constitute any party the agent of another or imply that the parties intend constituting a joint venture or other form of association in which any party may be liable for the acts or omissions of another.
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Schedule A

A. MATERIALS Brief description of materials to be provided	Blood from prostate cancer patients.
B. RECEIVER INSTITUTION Name and full address of Receiver Institution	Department of Cellular, Computational and Integrative Biology University of Trento Via Sommarive, n. 9 38123 Povo (TN) Italy
C. RECEIVER SCIENTIST Scientist responsible for use of Materials within Receiver Institution	Prof. Francesca Demichelis
D. SUPPLIER SCIENTIST	Prof. Vincenza Conteduca
E. PERMITTED PURPOSE Brief description of research to be undertaken with Materials	Analysis of circulating molecular components isolated from prostate cancer patients' blood with the goal of identifying biomarkers for disease diagnosis, prognosis and/or response to specific treatments.
F. RECEIVER INSTITUTION'S AUTHORISED SIGNATORY	_____ Prof. Paolo Macchi, CIBIO Director
G. SUPPLIER INSTITUTION'S AUTHORISED SIGNATORY	Prof. Gaetano Serviddio, DSMC Director