**MATERIAL TRANSFER AGREEMENT**

**Of the first part,** The COMPLUTENSE UNIVERSITY OF MADRID with ID no.: Q-2818014-I and domiciled at Avenida de Séneca number 2, 28040 Madrid (hereinafter UCM) and in its name and on its behalf Ms. **Lucía de Juan Ferré**, with ID no. 53.000.388Q, Vice-Rector for Research and Transfer of the Complutense University of Madrid, appointed by Rectoral Decree 31/2023, of 28 June, and by virtue of the provisions of Article 66. 2 of Decree 32/2017, of 21 March, of the Governing Council of the Community of Madrid, approving the Statutes of the Complutense University of Madrid (BOCM no. 71, of 24 March), and of the powers delegated to her by Rectoral Decree 28/2023, of 28 June, on the establishment of the Vice Rectorates of the Complutense University of Madrid, delegation of powers and various organisational matters (BOCM no. 162, of 10 July).

**Of another part**, […….] (hereinafter, the “Recipient”), with tax identification code […….], and registered address at […….], herein represented by […….], with National ID number […….], deriving from his/her position as […….], in accordance with the public deed formalised on […….], before the Notary Public […….], under number […….] of his/her official records.

Hereinafter, UCM and the Recipient shall be jointly referred to as “the Parties” or individually as “the Party”.

The Parties mutually and reciprocally recognise each other’s legal capacity to formalise this agreement (hereinafter the “Agreement”), to which end,

**RECITAL CLAUSES**

1. Whereas UCM, as set out in its Statutes approved by Regional Government of Madrid Decree 32/2017, of 21 March (published in the Official Gazette of the Region of Madrid on 24 March 2017), has among its functions the creation, development, transfer and critique of science, technology and culture, the dissemination, enhancement and transfer of knowledge in the service of culture, quality of life and economic development, the spread of knowledge and culture through university extension and continuous training, and the promotion of scientific exchange, which may be articulated through the establishment of relations with other entities to promote and develop its institutional purposes.
2. Whereas the Recipient is a company/institution engaged in […….].
3. Whereas UCM is the owner of the research material (hereinafter, the “Material”) described in Annex A of this Agreement.
4. Whereas the Recipient is interested in receiving the Material for the purpose of […….].
5. Whereas [name of the Recipient’s researcher], the Recipient’s researcher has contacted [name of the UCM researcher], the UCM researcher, to request the transfer of this Material.

By virtue of the foregoing and prior to carrying out said transfer, the Parties enter into this Agreement subject to the following

**CLAUSES**

1. **PURPOSE**

The purpose of this Agreement is to establish the terms and conditions that regulate the transfer of the Material, along with its unmodified progeny and derivatives for their use in the project described in Annex B of this Agreement (hereinafter, the “Project”). For the purpose of this Agreement, “progeny” shall be understood to be any unmodified descendent of the Material, such as virus of virus, cell of cell or organism of organism. “Unmodified derivative” shall be understood as any substance created by the Recipient that can be considered to be a sub-unit or unmodified product derived from the Material, such as sub-clones of unmodified cell lines or sub-groups of purified and/or fractions of Material.

The Material shall also include the technical and scientific knowledge provided to the Recipient by UCM and related to the Material.

1. **USE OF THE MATERIAL**

**2.1.** By virtue of this Agreement, UCM agrees to transfer the Material to the Recipient, exclusively for scientific and research purposes but not for commercial purposes. Specifically, the Recipient undertakes to exclusively use the Material for the Project.

**2.2.** The Material:

(i) shall not be used for purposes other than to undertake the Project without prior written authorisation from UCM;

(ii) shall not be used for research, tests or treatment that involve humans or for any decision related to diagnosis on humans without prior written authorisation from UCM;

(iii) shall solely be stored and used at the facilities of the Recipient and under the management of [name of the Recipient’s researcher]. Access to the Material by the staff of the Recipient shall be limited to those employees that need access to fulfil their functions related to the Project. In this regard, the Recipient agrees to adopt the necessary measures required and ensures that each and every natural person enabled to use the Material complies with the terms and clauses of this Agreement.

(iv) may not be distributed or transferred to third parties without prior written consent from UCM, and without the third party formalising an agreement with UCM.

**2.3.** By virtue of this Agreement, UCM does not grant any right over the Material to the Recipient or to any third party, except any rights that are expressly agreed to.

**2.4.** The Recipient shall guarantee that the Material is used in accordance with applicable laws, statutes and rules.

1. **CONFIDENTIALITY**

The Recipient undertakes not to disclose for any reason and to maintain the confidentiality of the Material and the scientific, technical and/or commercial information that is the property or controlled by UCM that the Recipient may have access to by virtue of this Agreement (hereinafter, “Confidential Information”), regardless of whether this information is provided orally, in writing or by any other means.

The confidentiality obligation shall not apply to (i) the information already known to the Recipient prior to this Agreement, provided that evidence exists of this fact; (ii) the information that is in the public domain or that becomes part of the public domain on any grounds other than a breach by the Recipient of the obligations contained in this clause; (iii) the information provided by a third party that is unrelated to either of the Parties and whereby the Recipient was not required to maintain the confidential nature of said information; (iv) the information developed independently from the Recipient without the disclosure of any reference or use of the information, provided that this can be reliably accredited.

The confidentiality obligations and restrictions on use shall prevail after the termination or maturity of this Agreement until such time as UCM decides to publish the Material or the Confidential Information, or until such time as they are made public, unless this derives from the breach of the obligations of the Recipient established in this clause.

If the Recipient were obliged to disclose the Material or Confidential Information to any legal, administrative, regulatory or similar authority, the Recipient shall immediately notify UCM thereof, specifying the terms of this obligation to disclose the information and undertaking to cooperate, to the extent possible, with UCM in maintaining the confidentiality thereof.

The Recipient acknowledges that UCM will suffer irreparable harm if the Material or Confidential Information is made public, disclosed to a third party or disclosed by any other means. UCM shall be entitled to request the adoption of precautionary measures and, in the event of any breach thereof, to obtain compensation for damages and losses. In this regard, the Recipient shall immediately notify UCM of any breach of the confidentiality obligations and shall provide UCM with all assistance that may be necessary to prevent or halt the breach and to obtain compensation.

1. **TRANSFER OF THE MATERIAL AND REMUNERATION**

**4.1.** UCM shall provide the Material within a period of […] calendar days from the date indicated above, to the following address: […]

**4.2.** The Parties agree that the only economic obligation stemming from this Agreement for the Recipient shall be the payment of the expenses for the handling, packaging and transport of the Material from UCM’s facilities to those of the Recipient.

1. **RESULTS AND INTELLECTUAL AND INDUSTRIAL PROPERTY**

The Parties agree that this Agreement may not be interpreted as an assignment or transfer of the industrial or intellectual property rights, or of any other type of right relating to the Material in favour of the Recipient or of any third party. UCM maintains the ownership and title over the Material and any modifications thereto. For the purposes of this Agreement, “Modification” shall be understood as any substance created by the Recipient that contains or incorporates the Material.

UCM shall be entitled to receive and use a sample of any Modification made by the Recipient without the need for UCM to make a prior request.

Any tangible or intangible result obtained during the Project, including data, knowledge and information, whatever their form or nature, whether subject to protection or not (hereinafter, “Results”) shall be owned *jointly by the Parties/the Recipient.*

The Recipient shall inform UCM in writing of the Results obtained from the work carried out with the Material and/or with the Confidential Information with a frequency of every […] months.

Within 30 days following the termination of the Project, the Recipient shall send a written document to UCM setting out the Results generated.

UCM shall be entitled to use the Results obtained by the Recipient which, to this end, will grant UCM free licences for non-commercial use and for use in research.

In the event that the Recipient were able to develop patentable inventions using the Material for the development thereof, the Recipient shall notify UCM in writing before filing any application. The Recipient and UCM shall decide, by joint agreement on the co-property ownership, taking into account the contribution by UCM to the invention through the provision of the Material and of the information it has provided. The presentation of the application for the patent and/or its exploitation shall be negotiated after determining the co-property ownership.

In the event that the Recipient wishes to use the Material and/or the Modifications for commercial uses, the Recipient agrees to negotiate a licence for commercial use contract; at any event UCM shall not be obliged to grant said licence and may negotiate the granting of licences over the Material, the Modifications and/or the Confidential Information to third parties.

1. **PUBLICATIONS**

In the event that the Recipient is interested in making publications related to the Material, it should follow the procedure described below.

The Recipient shall provide UCM with a copy of any proposed publication, presentation or communication related to the Material prior to sending it to third parties. UCM shall have 30 working days from its receipt of the copy of the proposal to revise it, and to delete any information related to the Material and/or the Confidential Information that may prejudice its interests. If the proposal includes information related to the Material that UCM considers subject to protection, including, without limitation, the application for an industrial property title, the Recipient agrees to delay any publication for an additional period of 60 calendar days.

Once written authorisation is granted by UCM to publish the proposed text or, as the case may be, to modify it, the Recipient may proceed to its publication, and shall mention therein, and in such communications and presentation as it may make, that the Material has been provided by UCM.

1. **LIABILITY AND GUARANTEES**

The Material shall be provided to the Recipient without any express or implicit guarantees, including guarantees of suitability for a specific purpose or its marketability. Neither UCM nor any of its employees shall be subject to any form of liability stemming from the use by the Recipient of the Material, nor should any type of compensation be paid for said use. Once the Material has been delivered, the Recipient agrees to maintain UCM harmless from any potential losses, claims, damages or liability that may derive from the use of the Material by the Recipient.

UCM declares and warrants that it is the owner of the Material and/or that it is empowered to enter into this Agreement. UCM does not guarantee that the material does not infringe industrial and intellectual property rights of third parties. Unless expressly stated in this Agreement, it does not grant the Recipient any right over the Material or any of its components.

UCM shall not be liable *vis-à-vis* the Recipient for any claim or action brought by the Recipient, or brought against the Recipient by third parties deriving from the use of the Material by the Recipient, unless caused by intent or gross negligence by UCM.

The Recipient undertakes not to make any claim for industrial or intellectual property rights or other rights over the Material or Confidential Information.

1. **TERM AND TERMINATION**

*Option 1:* **8.1.** This Agreement shall enter into force on the date of the last electronic signature incorporated. Its term will be of (...) months from said date.

*Option 2*:**8.1.** This Agreement shall enter into force on the date of the last electronic signature incorporated and its term shall coincide with the period provided for the development of the Project, as indicated in Annex B. The term of the Agreement may be extended in the event that the expected results are not achieved by the deadline established, and the Parties consider its continuation opportune. In this case, and always prior to the termination of the Agreement, they shall sign an extension to that end.

However, should the Recipient breach the Agreement, UCM may terminate it by giving thirty (30) calendar days of notice, unless the Recipient rectifies the breach before the end of that period.

**8.2.** Upon the termination of this Agreement, the Recipient shall cease to use the Material and Confidential Information within the period of seven (7) calendar days, and shall destroy or return the Material and Confidential Information so as to guarantee the interruption of its use, according to the option chosen by UCM. In the case of destruction, the Recipient must certify this in writing.

**8.3.** The confidentiality obligations shall not be extinguished and shall remain in force until the Material and Confidential Information are in the public domain, without this fact being due to a breach of the obligations by the Recipient.

1. **MISCELLANEOUS**

**9.1.** This Agreement, together with the annexes thereto, constitutes the full agreement between the Parties in relation to the subject of said Agreement, and replaces any written or verbal agreement or communication between the Parties.

**9.2.** Without the prior written approval from UCM, the Recipient may not assign the rights or obligations that correspond thereto by virtue of this Agreement, whether totally or partially, to any third party. Any assignment that infringes this provision shall be considered null and void.

**9.3.** The Recipient shall not use the name, commercial name, logotype or any other name of UCM in relation to any product, promotion, announcement, press or advertising publication without the prior written consent of UCM.

**9.4.** Any modification of the Agreement shall only be valid if made in writing and signed by the persons authorised to that end by each of the Parties.

**9.5** Annexes A and B form an integral part of this Agreement in relation to the Material and the Project.

**9.6** In the event that prevailing legislation on personal data protection exists, the Parties declare that they acknowledge, and respect said legislation.

## 10. NOTIFICATIONS

Any communication relating to the performance, implementation, interpretation or resolution of this Agreement shall be made in writing to the following people:

On behalf of UCM:

Name and surname(s):

Address:

Email:

On behalf of the Recipient:

Name and surname(s):

Address:

Email:

**11. APPLICABLE LAW AND JURISDICTION.**

This Agreement shall be governed and interpreted in accordance with the laws of Spain.

The Parties undertake to resolve any differences that may arise in relation to compliance with this Agreement in an amicable manner. In the event of any controversy in relation to the validity, performance and interpretation of the Agreement, both parties agree to expressly submit themselves to the jurisdiction of the courts and tribunals of Madrid, expressly waiving any other jurisdiction that may correspond thereto.

And in witness whereof, the Parties electronically sign this Agreement on the date of the last signature incorporated thereto.

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| --- | --- |
| ON BEHALF OF UCM  The Vice-Rector for Research and Transfer  Ms Lucía de Juan Ferré | ON BEHALF OF [….]  Mr/Ms |
|  |  |
| UCM RESEARCHER  Mr/Ms | RECIPIENT’S RESEARCHER  Mr/Ms |

**ANNEX A - MATERIAL**

**ANNEX B - PROJECT**