

## **SIMPLE MATERIAL TRANSFER AGREEMENT (sMTA)**

### **Definitions:**

**PROVIDER:** the Fondazione per l'Istituto di Ricerca in Biomedicina, Institute for Research in Biomedicine (IRB), Via Francesco Chiesa 5, 6500 Bellinzona, Switzerland. **RECIPIENT:** the not-for-profit party receiving the MATERIAL. **MATERIAL:** the following material provided from PROVIDER to RECIPIENT under the conditions of this sMTA:

**INVENTION:** an invention, a new use, or a product based on or containing the MATERIAL.

**CONFIDENTIAL INFORMATION:** any and all information and related know-how disclosed to RECIPIENT by the PROVIDER concerning the MATERIAL that is marked as "Confidential" or that is of a confidential nature.

**By accepting the MATERIAL, the RECIPIENT is implicitly accepting the conditions outlined in this sMTA.** This sMTA is not negotiable and shall not be amended or modified.

The RECIPIENT shall confirm to the PROVIDER in writing that it has read this sMTA and that it agrees to abide to the terms and conditions to use the MATERIAL.

### **Conditions of this sMTA:**

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. This MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
3. The MATERIAL will be used for teaching or not-for-profit research purposes only. Commercial use is explicitly excluded. Upon PROVIDER's written request, the RECIPIENT shall destroy the MATERIAL within ten (10) days and provide written confirmation of such destruction to PROVIDER.
4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any requests for the MATERIAL to the PROVIDER.
5. If RECIPIENT's research results in an INVENTION, the RECIPIENT shall promptly disclose the INVENTION to PROVIDER on a confidential basis. Inventorship and ownership shall be determined in accordance with applicable patent law. Ownership shall reflect inventorship.
6. RECIPIENT shall protect PROVIDER's CONFIDENTIAL INFORMATION using no less than the same care with which it treats its own confidential information of a like nature.
7. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting its use.
8. Any MATERIAL delivered pursuant to this sMTA is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXPRESSES NO WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.
9. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable laws and regulations.
10. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs.