

MATERIAL TRANSFER AGREEMENT

(from AUA to a non-profit institute)

This material transfer agreement is made this **[please add date]**

by and between

AGRICULTURAL UNIVERSITY OF ATHENS, a university with registered office at Iera Odos 75, 118 55 Athens, Greece (hereinafter "PROVIDER")

and

[please add official name and address of recipient institution] (hereinafter "Recipient")

and

[please add official name of recipient investigator] (hereinafter "Recipient Investigator").

In response to Recipient's request to obtain the material described in Exhibit 1 (hereinafter "Material") for use for the not-for-profit research purposes defined and described in Exhibit 2 (hereinafter "Research"), PROVIDER is prepared to supply Recipient with Material under the terms and conditions as set forth hereinafter and Recipient agrees to the following before Recipient receives the Material:

1. The Material is the property of PROVIDER. Recipient shall utilise the Material solely for the performance of the Research at Recipient's institution and only under the direction of the Recipient Investigator. PROVIDER has filed patent applications claiming the Material or uses thereof.
2. Recipient shall not isolate any part(s) or subunit(s) of the Material and use it separately for its research, except with the prior written permission of PROVIDER.
3. Nothing in this Material Transfer Agreement shall be deemed to grant Recipient any rights under any patent or patent application, nor any rights to use the Material or any parts thereof for commercial purposes, such as sale of the Material, use in manufacturing of products for sale, provision of a service to a third party in exchange for consideration without first negotiating, or use in research or consulting for a for-profit entity under which that entity obtains rights to research results, and executing a license agreement with PROVIDER. Recipient recognizes that PROVIDER is under no obligation to grant such a license.
4. Recipient and Recipient Investigator shall not transfer by any means whatsoever all or part of the Material to any third party who does not work under the Recipient's Investigator's direct supervision at Recipient's institution without the prior written consent of PROVIDER. Recipient's Investigator shall refer any request for the Material to PROVIDER.
5. PROVIDER does not warrant that the use of the Material does not or will not infringe any patent. PROVIDER is under no obligation to obtain or provide licenses that may be required for the use of the Material by the Recipient.
6. The provision of the Material in no way prevents or restricts PROVIDER's right to publish any document relating to this Material. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material. Recipient agrees to provide appropriate acknowledgement of the source of the Material in all publications and presentations reporting on Recipient's use of the Material.
7. Recipient will use the Material in compliance with all laws and regulations both nationally and internationally, including but not limited to the use of human and animal subjects.
8. The delivered Material is experimental in nature and may have hazardous properties, and is provided by PROVIDER with no warranties, express or implied, including any warranty of merchantability, title, or fitness for a particular use. Except to the extent prohibited by law, Recipient agrees to assume all liability for damages that arise from Recipient's use, storage or disposal of the Material. Recipient will defend, indemnify and hold PROVIDER harmless from any losses, damages, claims or liabilities, which are caused by the transfer to and/or the use, storage and disposal of the Material by Recipient, except to the extent such loss, claim, damage or liability is the direct result of PROVIDER's gross negligence or willful misconduct.
9. This Agreement will terminate on completion of the Research. Paragraphs 5, 6, 7, 8 and 10 shall survive termination. Upon termination of this Agreement, Recipient will discontinue its use of the Material and will, upon direction of the PROVIDER, return or destroy any remaining Material.

10. This Material Transfer Agreement will be governed and interpreted in accordance with the Greek law. Any disputes in relation with the interpretation or execution of the present agreement, which cannot be settled amicably, will only be submitted to the courts of Athens, Greece.

11. The Material is provided at no cost.

To confirm agreement with the above terms, please have an authorised representative sign and date the agreement below in two originals. Please return this document in two originals to Prof. Effie Tsakalidou, Agricultural University of Athens, Iera Odos 75, 11855 Athens, Greece, E-mail: et@aua.gr, Tel: +30 210 5294661, Fax: +30 210 5294672. PROVIDER will return one fully executed agreement to Recipient and forward the Material as soon as possible.

Accepted by:

RECIPIENT

- Authorised representative

Name : _____
Title : Rector/Director
Signature : _____
Date : _____

- Recipient Investigator

Name : _____
Title : _____
Signature : _____
Date : _____

PROVIDER

- Authorised representative

Name : _____
Title : Rector
Signature : _____
Date : _____

- Provider Investigator

Name : Effie Tsakalidou
Title : Professor
Signature : _____
Date : _____

Exhibit 1

The materials that are covered under this agreement include the following original material(s) :

[please add]

which together with any parts or sub-units, descendants, progeny, mutants, mutations or other derivatives thereof are referred to as the "Material".

Exhibit 2 : Research

Recipient shall use the Material for:

[please make reference to the name/acronym/number of the project, joint research contract if any, name of the programme if any, and add a short description of the research]