

MATERIALS TRANSFER AGREEMENT UTAXX-XXXXX

Between
The University of Messina
And
The University of Texas at Austin

The parties to this Agreement are:

The University of Messina located at Messina (Sicily, Italy) (hereinafter "COMPANY") and The University of Texas at Austin on behalf of the Department of _____ (hereinafter "UT AUSTIN"); an institution of higher education created by the constitution and law of the State of Texas under The University of Texas System ("System"), and the research (as hereinafter defined) will be conducted by Dr. _____, hereinafter "SCIENTIST".

The Material that is covered by this Agreement includes:

- (a) _____, that were developed by Dr. _____ of COMPANY, and
- (b) any related biological material or associated know-how and data that will be provided by COMPANY or received by SCIENTIST from COMPANY, hereinafter "Material". The Material is proprietary to COMPANY and cannot be shared with any other institution or company. COMPANY will be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.
- (c) Any material provided to UT AUSTIN by Dr. _____ accompanied by a fully executed Additional Material(s) Form (Exhibit 1 attached).

The COMPANY agrees to provide UT AUSTIN with Materials for the purposes stated herein under the following conditions:

- 1) The SCIENTIST shall use the Material for basic research related to _____, hereinafter "Research".
- 2) COMPANY represents that Material is NOT EXPORT CONTROLLED. Notwithstanding the foregoing, parties acknowledge that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data, and parties agree to comply with all such laws, regulations and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended.
- 3) Neither SCIENTIST nor UT AUSTIN shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under SCIENTIST'S direct supervision, and, SCIENTIST and UT AUSTIN shall ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from COMPANY. This Material is for investigational use only in laboratory animals or in vitro experiments. UT AUSTIN agrees that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated therewith will be used in human beings.

4) This Agreement and the resulting transfer of Material constitute a license to use the Material solely for UT AUSTIN's internal research use. UT AUSTIN agrees that nothing herein shall be deemed to grant to UT AUSTIN or SCIENTIST any rights under any COMPANY patents or any rights to use the Material for any products or processes for profit-making or commercial purposes.

5) UT AUSTIN shall have no rights in the Material other than as provided in this Agreement. At the request of COMPANY, UT AUSTIN will return all unused Material.

6) UT AUSTIN will inform COMPANY, in confidence, of results of Research related to the Material by personal written communication or by providing COMPANY with a draft manuscript describing such results. If SCIENTIST desires to publish such Research results in a noncommercial scientific publication, UT AUSTIN will provide COMPANY with a copy of any manuscript or abstract disclosing such Research results prior to submission thereof to a publisher or to any third party, and in any case, not less than forty-five (45) days prior to any public disclosure, for the purpose of protecting the Material and any proprietary and intellectual property of COMPANY that might be disclosed by such publication. If the publication comes about, UT AUSTIN agrees to acknowledge COMPANY scientists, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation without the other party's written approval.

7) The Material is experimental in nature and it is provided AS IS WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

8) To the extent authorized by the laws and Constitution of the State of Texas, both parties accept liability for any use of the Material in regards to any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material.

9) SCIENTIST and UT AUSTIN will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the Material, including any such laws, governmental regulations and guidelines applicable to research with recombinant DNA, and when the Material is used in the United States, SCIENTIST will comply with current NIH guidelines.

10) This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of COMPANY. This Agreement is in effect as of the date of the last signature of the fully executed agreement. This Agreement may be terminated on the first to occur of the following: 1) completion of the Research; or 2) with 30 days prior written notice by either party. This Agreement shall automatically terminate ten (10) years from effective date unless extended by a mutual executed amendment to this Agreement.

11) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

12) Points of contact for the parties:

For UT AUSTIN:

SCIENTIST:	UT AUSTIN: Jason D. Richter Interim Director Office of Sponsored Projects The University of Texas at Austin 101 East 27 th Street Campus Mail Code A9000 Austin, Texas 78712-7726 Phone: (512) 471-6424 Fax: (512) 471-6564 E-mail: osp@austin.utexas.edu
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For COMPANY:

SCIENTIST:	COMPANY: University of Messina c/o CARECI (Centro Attrazione Risorse Esterne e Creazione di Impresa – Unità Operativa Tutela delal Proprietà Industriale), Via Consolato del Mare n° 41, Messina (Sicily, Italy) - CAP 98122 Tel. +39 090 – 676 8923 e-mail: ppatane@unime.it
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IN WITNESS WHEREOF, THE PARTIES AGREE AND HAVE AUTHORIZED BELOW THEIR APPROVAL OF THESE TERMS.

COMPANY:
UNIVERSITY OF MESSINA

UNIVERSITY OF TEXAS AT AUSTIN

 Name: Prof. Pietro Navarra
 Title: Chancellor

 David Hawkins
 Associate Director
 Office of Sponsored Projects

Date: _____

Date: _____

EXHIBIT 1

Additional Material(s) Form

for

Materials Transfer Agreement UTA15-

The University of Messina (Sicily, Italy) and The University of Texas at Austin are parties to Materials Transfer Agreement UTA15-_____.

The University of Messina now wishes to provide and The University of Texas at Austin wishes to receive the following material(s):

THE MATERIAL(S) WILL BE SUBJECT, WITHOUT LIMITATION, TO ALL TERMS AND CONDITIONS OF MATERIALS TRANSFER AGREEMENT UTA15-_____.

THE UNIVERSITY OF TEXAS AT AUSTIN

THE UNIVERSITY OF MESSINA

David Hawkins
Associate Director
Office of Sponsored Projects

Name: Prof. Pietro Navarra
Title: Chancellor

Date: _____

Date: _____