

MATERIAL TRANSFER AGREEMENT

“MTA”

by and between

Deutsches Primatenzentrum GmbH, Leibniz-Institut für Primatenforschung
Kellnerweg 4, 37077 Göttingen, Germany

hereinafter “**PROVIDER**”

Providing Scientist: Prof. Dr. Stefan Pöhlmann
Phone: +49 551-3851-150, Fax: +49 551-3851-184, Email: spöhlmann@dpz.eu

and

University of Messina
Dep. of Chemical Biological Pharmaceutical and Environmental Sciences
Viale F. Stagno d'Alcontres, 31, 98166 Messina-

hereinafter “**RECIPIENT**”

Recipient Principal Investigator: Maria Teresa Sciortino, PhD
Phone: +39 xx, Email: mtsciortino@unime.it

PROVIDER and RECIPIENT hereinafter, individually or jointly, referred to as “PARTY” or “PARTIES”.

PROVIDER produced and is in the possession of the expression plasmids

pCG1-SARS-S-HA and pCG1-SARS-2-S

hereinafter “**MATERIAL**”

RECIPIENT desires to receive such MATERIAL for

hereinafter “**PURPOSE**”

We will perform studies mainly on testing the inhibitory effect of *Molecules* : natural molecules and/or synthetic compounds on Sars-CoV-2 binding using a pseudotype Sars-CoV-2 virus harbouring a Sars-CoV-2 S Spike. **The pCG1-SARS-S-HA and pCG1-SARS-2-S plasmids will be used for a rapid generation pseudotype Sars-CoV-2.**

The advantage of pseudotype virus is that it can be performed in biosafety level 2 (BSL-2) facilities instead of BSL-3 facilities required for work with highly pathogenic such as new emerging Coronavirus capable to infect human and solely for the experimental research. In addition the approach will be used to apply for **IMI2 JU -Call 21**

PROVIDER and RECIPIENT hereby agree to the following terms and conditions:

1. RECIPIENT is granted a non-exclusive license to use the MATERIAL solely for the experimental, non-commercial PURPOSE. PROVIDER shall provide RECIPIENT with reasonable quantities of the MATERIAL, exclusively for the PURPOSE. Such use by RECIPIENT shall be in compliance with all applicable laws and regulations. Nothing in this MTA shall be construed as granting, in any way, any type of further right under any intellectual property right or other right of PROVIDER. This MTA implies no obligation for either PARTY to enter into any further agreement with the other PARTY.
2. RECIPIENT agrees that it will not use the MATERIAL for COMMERCIAL PURPOSES (definition see below in this para.) without first obtaining a license for such use from PROVIDER. It is understood that PROVIDER shall have no obligation to grant such a license to RECIPIENT, and that PROVIDER may, for example, grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of its rights in the MATERIAL to any third party. "COMMERCIAL PURPOSES" shall mean the sale, lease, license, or other transfer of the MATERIAL to a for-profit organization. "COMMERCIAL PURPOSES" shall also include uses of the MATERIAL by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL to a for-profit organization. Industrially sponsored academic research shall not be considered a use of the MATERIAL for COMMERCIAL PURPOSES *per se* unless any of the above conditions of this definition are met.
3. Recipient Principal Investigator agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications. As far as Providing Scientist has not yet published the MATERIAL, he/she will be a co-author for the publication resulting from using the MATERIAL.
4. It is recognized that results, including intellectual property, of commercial value may be obtained. Accordingly, the PARTIES agree as follows:
 - a. RECIPIENT will provide to PROVIDER in confidence a summary of the results directly arising from the research using the MATERIAL ("Results") at the completion of the research undertaken for the PURPOSE.
 - b. Inventions made in the course of the PURPOSE using the MATERIAL ("Inventions") will be owned by the PARTY employing the inventor(s) if that PARTY acquired ownership from the inventor(s), or by the respective inventor(s). Inventions that are invented jointly by employees of both PARTIES will be owned jointly in accordance with applicable patent laws. Inventorship will be determined in accordance with applicable patent laws and ownership will follow inventorship. In case of a jointly owned Invention the PARTIES will in good faith negotiate the terms of a joint ownership and commercialization agreement. For clarity, the mere provision of the MATERIAL by PROVIDER does not constitute an inventive contribution or a joint Invention. RECIPIENT shall grant to PROVIDER a non-exclusive, worldwide, royalty-free license, without the right to sublicense, under any patent or other intellectual property rights covering any Invention for its internal non-commercial research purposes.
5. RECIPIENT shall not sell or otherwise distribute the MATERIAL to any third party without the express prior written consent of PROVIDER. Upon receipt of such written

- consent, RECIPIENT shall bind such third party under at least the same conditions as set forth in this MTA or direct such third party to PROVIDER for the execution of an MTA.
6. Each PARTY agrees to maintain any information concerning the MATERIAL, the PURPOSE, or otherwise declared in writing to be Confidential (collectively “CONFIDENTIAL INFORMATION”) in confidence and to restrict access to the CONFIDENTIAL INFORMATION to those of its employees and students who have a need to know and who are under at least the same conditions of confidentiality and non-use as set forth in this MTA. The obligations of confidentiality and non-use shall not apply with respect to such information which, as proved by the receiving party,
 - a. is in or enters into the public domain through no fault of the receiving party, or
 - b. at the time of transfer was already known to the receiving party, or
 - c. was or is made available to the receiving party by a third party which, to the best knowledge of the receiving party, was entitled to do so, or
 - d. was or is developed by the receiving party independently without the use of or reference to the CONFIDENTIAL INFORMATION, or
 - e. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide reasonable notice of such court order or requirement to the disclosing party to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
 7. It is recognized that the MATERIAL may contain pathogens and that it may be highly infectious. RECIPIENT accepts the MATERIAL with the knowledge and understanding that it may have hazardous properties and that the hazardous properties of the MATERIAL have not been completely investigated or are unknown and that the MATERIAL should be handled as if it is hazardous.
 8. The MATERIAL hereunder provided are experimental in nature, and are provided without any warranties, express or implied, including without limitation warranties of merchantability and fitness for a particular use. PROVIDER makes no representation and provides no warranty that the use of the MATERIAL will not infringe any patent or other proprietary right.
 9. Upon thirty (30) days’ written request of PROVIDER, RECIPIENT shall arrange the destruction or return of all MATERIAL provided the PURPOSE for which it has been supplied discontinues or is terminated and shall promptly notify PROVIDER of such destruction or return.
 10. To the extent allowable under applicable laws, RECIPIENT agrees to hold harmless PROVIDER from all direct damages, expenses (including reasonable attorney's fees), claims, demands, suits, whatsoever directly arising from RECIPIENT’s use of the MATERIAL, except to the extent such events are the result of PROVIDER’s gross negligence or wilful misconduct. Except to the extent prohibited by law, RECIPIENT shall be fully responsible for, and liable to PROVIDER for, any losses suffered by PROVIDER to the extent such claims and losses arise from the gross negligence or wilful misconduct of the RECIPIENT or of the RECIPIENT’s Principal Investigator and all such persons under the Principal Investigator’s direct supervision, and any breach of the terms of this MTA by such persons shall be considered to be and treated as a breach of this MTA by RECIPIENT.
 11. This MTA is not assignable without the prior written consent of the PARTIES hereto. It shall be binding to each PARTY and its legal successor(s).

12. This MTA is the entire agreement, which shall come into full force and effect on the date of signature by the last PARTY to sign (the “EFFECTIVE DATE”) and shall expire after five (5) years. If no mutual agreement for extension of this MTA is accomplished then RECIPIENT shall arrange the immediate destruction of all MATERIAL. RECIPIENT shall promptly notify PROVIDER of such destruction.
13. The obligations of confidentiality shall expire after five (5) years from the EFFECTIVE DATE. Any rights provided to PROVIDER under Section 4 shall survive this MTA.
14. Any amendments to this MTA shall be effective only if made in writing and signed by the PARTIES. This shall apply to an amendment of the written form clause itself.
15. This MTA shall be governed by and construed in accordance with German law without reference to its conflict of laws rules and under exclusion of the UN Convention on the International Sale of Goods. For all controversies arising under this MTA, the PARTIES submit to the exclusive jurisdiction of the courts of Göttingen, Germany.

PROVIDER

Legal representative: _____

Date: _____ Signature: _____

Not a party to this agreement but, read and understood:

Provider Scientist: Prof. Dr. Stefan Pöhlmann

Date: _____ Signature: _____

RECIPIENT

Legal representative: _____

Date: _____ Signature: _____

Not a party to this agreement but, read and understood:

Recipient Principal Investigator: _____

Date: _____ Signature: _____