



**CENTRO DE INVESTIGACIÓN EN CIENCIAS VETERINARIAS Y AGRONÓMICAS**  
 (CENTER OF VETERINARY AND AGRICULTURAL RESEARCH)  
**INSTITUTO NACIONAL DE TECNOLOGÍA AGROPECUARIA**  
 (NATIONAL INSTITUTE OF AGRICULTURAL TECHNOLOGY)  
 Castelar  
 Area of Technology Transfer and Institutional Cooperation

This Material Transfer Agreement (hereinafter "MTA") is entered into by and between the *Instituto Nacional de Tecnología Agropecuaria* [National Institute of Agricultural Technology] (hereinafter "INTA"), represented by the *Centro de Investigación en Ciencias Veterinarias* [Center of Veterinary and Agricultural Research] (hereinafter "CICVyA"), with registered office at Rivadavia 1439, City of Buenos Aires, Republic of Argentina, and ..... (hereinafter the "Recipient"), with registered office at .....

The ..... (Recipient) has requested the Institute of ..... of INTA to TRANSFER ORIGINAL MATERIAL, described in Annex I by the Researcher of the Institute of ..... for its use in RESEARCH. As for the rights and obligations defined in the context of this MTA by the ORIGINAL MATERIAL TO BE TRANSFERRED from the Institute of ..... to the Recipient, the Parties agree as follows:

**1. Definitions**

- A. "TRANSFER OF ORIGINAL MATERIAL": The physical material to be furnished to the Recipient by the Institute of ....., described in Annex I hereto.
- B. "MATERIAL": ORIGINAL MATERIAL TO BE TRANSFERRED, PROGENY AND NON-MODIFIED DERIVATIVES.
- C. "PROGENY": Non-modified offspring(s) of the MATERIAL. Examples include but are not limited to: virus from virus, cell from cell, and organism from organism.
- D. "NON-MODIFIED DERIVATIVES": Substances developed by the Recipient, which constitute non-modified sub-functional units or expressions of the product of the ORIGINAL MATERIAL TO BE TRANSFERRED. Examples include but are not limited to: sub-clones of non-modified cell lines; purification or fragmented sub-sets of the ORIGINAL MATERIAL TO BE TRANSFERRED; products of transcription and translation (e.g. RNA and proteins derived from the RNA furnished); products of reverse transcription and reverse translation (e.g. DNA synthesized using the RNA furnished); monoclonal antibodies secreted by a hybridome cell line; and chemically synthesized copies.
- E. "MODIFICATIONS": Substances exclusive to PROGENY and NON-MODIFIED DERIVATIVES, developed by the Recipient, which contain or incorporate the MATERIAL or are otherwise developed by using the MATERIAL.

**1. Use of the MATERIAL**

The Recipient shall use the MATERIAL according to the laws and regulations applicable to such MATERIAL at the place, region and country of the Recipient (including guidelines and protocols for the use of recombinant DNA). The MATERIAL in experimental state shall not be used in humans or animals, unless explicitly authorized by Committees of Ethics or local regulations. The Recipient shall use the MATERIAL and MODIFICATIONS only for RESEARCH purposes. No commercial right is granted hereunder. The Recipient shall use the MATERIAL and its MODIFICATIONS within the territory of ..... **country**....., at the Recipient's own facilities or at facilities rented by the Recipient. The Recipient shall

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use the MATERIAL and its MODIFICATIONS only at the laboratory or greenhouse, taking into account that the Recipient may use the MATERIAL and its MODIFICATIONS in the experimental field with the prior written consent of the Institute of ... **BIOTECNOLOGY**... and subject to any requirement.

Upon conclusion of the study on the MATERIAL as described in Annex I or upon conclusion of this MTA, whichever occurs first, the Recipient shall destroy or return the remaining MATERIAL and MODIFICATIONS as specified by the Institute of ... **BIOTECNOLOGY**. At the request of the Institute of **BIOTECNOLOGY**., the Recipient shall inform of the state of the RESEARCH.

**2. Publication**

The Recipient shall be entitled to publish its findings and results concerning the MATERIAL, with the obligation to name the researcher(s) of the Institute of ... **BIOTECNOLOGY** as co-author(s) of the publication or to mention the researcher(s) as source of the MATERIAL, according to the respective contribution of the MATERIAL to the publication. The publication shall be delivered to the Institute of **BIOTECNOLOGY** four (4) weeks before effective publication.

**3. Intellectual Property**

Should the results obtained be related to the MATERIAL and/or the MODIFICATIONS in any way, the Recipient and its researchers shall promptly inform the Institute of ... **BIOTECNOLOGY**. of such a development. The Recipient and INTA shall mutually agree on the invention and intellectual property, taking into account that the Institute of ... **BIOTECNOLOGY** contributed to the invention by furnishing its MATERIAL. Decisions on future steps, registration, patents, licenses and use shall become effective by means of a future Agreement between INTA and the Recipient.

**4. Guaranties and Responsibilities**

Any MATERIAL furnished under this MTA is understood to be for experimental purposes. It may have dangerous properties. The Institute of **BIOTECNOLOGY** neither represents nor provides any guarantee, either explicit or implicit, of the condition of the MATERIAL for a given purpose or that the use of the MATERIAL does not infringe any patent, copyright, registered mark or other intellectual property right of third parties. The Recipient hereby assumes every and all responsibility for the damage caused in using the MATERIAL, its storage or disposal. The Recipient shall hold the Institute of ... **BIOTECNOLOGY** harmless from any loss, complaint or claim caused by the Recipient or any other party due to, or as a consequence of, the use of the MATERIAL by the Recipient, except for gross negligence or voluntary misconduct on the part of the Institute of **BIOTECNOLOGY**..

**5. Costs**

The ORIGINAL MATERIAL is furnished to the Recipient free of charge. However, and if necessary, the Recipient may be charged packaging and delivery costs.

**6. Good Faith and Cordiality**

The Recipient and the Institute of ... **BIOTECNOLOGY**. shall conduct their relationships with utmost cooperation, and their relationships shall be based on the principles of good faith and cordial assistance.

**7. Disputes and Jurisdiction**

The Parties hereby agree to settle any dispute directly and amicably between them following the corresponding hierarchical order. In the event of legal disputes, they shall submit to the venue and jurisdiction of the Federal Courts in Administrative and Civil and Commercial Matters of the City of Buenos Aires, waiving any other jurisdiction that might correspond.

**8. Term**

This MTA shall be effective for ...**4.** years/months and shall enter into force as of the date of signing hereof.

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Two originals, one for the Recipient and one for the Institute of ... **BIOTECNOLOGY**..., shall be signed.

**9. Addresses**

INTA: Calle Rivadavia 1439  
Ciudad Autónoma de Buenos Aires  
C1033AAQ - República Argentina  
Tel: 54-11-4338-4600  
Fax: 54-11-4383-5090

CICVyA: .....  
.....  
.....  
.....

Recipient: .....  
.....  
.....  
.....

Institute of .....

RECIPIENT

\_\_\_\_\_  
Name:  
Director of CICVyA – INTA Castelar

Date:

\_\_\_\_\_  
Name:  
Position:

Date:

The Researcher of the Institute of ..... and the Receiving Researcher hereby declare to know and understand this Material Transfer Agreement.

RESEARCHER OF THE INSTITUTE OF  
**BIOTECNOLOGY**

RECEIVING RESEARCHER

\_\_\_\_\_  
Name: Fernando Carrari  
Position: Associate Researcher

Date:

\_\_\_\_\_  
Name:  
Position:

Date:

**ANNEX I**

1. ORIGINAL MATERIAL TO BE TRANSFERRED:

(Please complete with requested clone numbers)

2. OBJECTIVES OF THE STUDY/RESEARCH:

(Please complete)

3. RECEIVING RESEARCHER (full name):

(Please complete)