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**MATERIAL TRANSFER AGREEMENT FOR TRANSFER OF MATERIALS TO RECIPIENT SCIENTISTS**

In response to xxxxxxxxxxxxxx (RECIPIENT) acting through xxxxxxxxxxxxxx (Recipient Scientist) request for MATERIAL (induced pluripotent stem cells (xxxxxxxx) for a research program entitled “xxxxxxxxxxxxxxxxxxxxxxxx”, Banco Nacional de Líneas Celulares of Instituto de Salud Carlos III (PROVIDER) and the RECIPIENT agree to the following before the RECIPIENT SCIENTISTS receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community. Ownership of the MATERIAL shall remain with PROVIDER and transfer of the MATERIAL to the RECIPIENT shall not affect PROVIDER´s ownership of the MATERIAL.
2. This MATERIAL is not to be used for diagnostic or therapeutic purposes.
3. The MATERIAL will be used for teaching or non-commercial research purposes. As used herein, non-commercial research purposes specifically excluded sponsored research wherein the sponsor receives a right whether actual or contingent to the results of the sponsored research. The MATERIAL may not be used for commercial purposes or the direct benefit of research sponsor, except as such research sponsor is permitted to use MATERIAL under a separate written agreement with PROVIDER. Specifically MATERIAL shall not be used in a research program where rights (either actual or contingent) have already been granted to a research sponsor who does not have a separate written agreement with PROVIDER permitting such use of MATERIAL.
4. Nothing contained herein shall be considered to be the grant of a commercial license. Furthermore, nothing contained herein shall be construed to be a waiver of PROVIDER´s patent rights or PROVIDER´s property rights in the MATERIALs.
5. The MATERIAL will not be further distributed to others without the PROVIDER´s written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER scientist agree to make the MATERIAL available, under a separate simple letter agreement to other scientists for teaching or non-commercial research purposes only.
6. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
7. Upon PROVIDER´s written request, RECIPIENT agrees to provide without cost reasonable quantities of any RECIPIENT MATERIALs that it develops from the use of MATERIAL to PROVIDER for non-commercial research purposes only at PROVIDER after RECIPIENT has publicly disclosed or reasonably characterized such RECIPIENT MATERIALs. Recipient also agrees to grant subject to the RECIPIENT’s patent rights a non-commercial research license to PROVIDER.
8. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED WARRANTIES OF MERCHATABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages which may arise from the use, storage, handling or disposal of MATERIAL except that, to the extent permitted by law, 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 statutes, regulations and guidelines relating to their handling, use or disposal.
10. The RECIPIENT agrees to use the MATERIAL only for the purposes stated in the research protocol annexed to the request. Specifically, RECIPIENT agrees that its research program will exclude: (i) the mixing of MATERIAL with an intact embryo, either human or non-human; (ii) implanting MATERIAL or products of MATERIAL in a uterus, and (iii) attempting to make whole embryos with MATERIAL by any method. Recipient shall supply an annual certification statement confirming compliance with the restrictions on the use of MATERIAL supplied by PROVIDER. Recipient agrees that MATERIAL is to be returned to PROVIDER or destroyed upon a MATERIAL breach of the terms of this Agreement by RECIPIENT.
11. The MATERIAL is provided with a transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. The amount of the fee for this transfer if MATERIAL will be five hundred euros (500 €) per vial, excluding of VAT and the cost of shipping.
12. The RECIPIENT will send to the PROVIDER a copy of any paper published using the MATERIAL.
13. This Agreement shall be construed and governed by the laws of Spain.
14. Given that the available lines may have been deposited by third parties, the PROVIDER does not assume any liability or responsibility in case the properties of any MATERIAL provided does not correspond to the published specifications.

The PROVIDER, RECIPIENT, and RECIPIENT scientist must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

**PROVIDER**

Name of Authorized Official:

Titled of Authorized Official: Director……………………………………………………

Banco Nacional de Líneas Celulares

Address: Banco Nacional de Líneas Celulares

S. G. de Investigación en Terapia Celular y Medicina Regenerativa

      Instituto de Salud Carlos III

      Avda. Monforte de Lemos  5. Pabellón 5. 28029 Madrid. Spain

Signature of Authorized Official. Date:

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official. Date:

Read and understood by:

Recipient Scientist:

Signature of Recipient Scientist. Date: