

## Material Transfer Agreement (MTA)

### Definitions:

- a) *THE PROVIDER: Czech Collection of Microorganisms (CCM), Masaryk University, Brno, Czech Republic.*
- b) *THE CLIENT: The final recipient indicated in the delivery note.*
- c) *THE DEPONENT: The original owner of the Material, who stored the Material in the CCM for the purpose of deposit in the public collection of microorganisms, or for the purposes of patenting or safe storage.*
- d) *THE MATERIAL: The Material, which originates from the original stored culture (the Material that was not subject to a change in genome since its original deposition in the CCM) supplied by the Provider to the Client. The Material is described more precisely in the delivery note, in the attachment to the delivery note and in the respective invoice.*
- e) *THE COMMERCIAL USE: The use of the Material for profit (includes all business transactions resulting in profit).*

### Conditions:

I. The Provider (the CCM) provides to the Client biological Material and grants to the Client non-exclusive rights to this Material under the conditions of the MTA. The Client accepts the provisions of the Provider laid down in this MTA by taking over the Material.

II. The Provider is the owner of the Material and of all related rights. The provisions of this MTA do not restrict the right of the Provider to distribute the Material in any way both for the commercial and non-commercial purposes. Furthermore, no intellectual property rights are transferred or no licenses are granted by the Provider (or the Deponent) to the Client.

III. The Client acknowledges that the obtained Material is of experimental nature. Any handling with the Material is the Client's own responsibility and he is performing it in accordance with applicable laws of the Czech Republic.

IV. The Client is entitled to use the Material only for scientific purposes, in accordance with ethical principles (he will not be testing the Material humanely) and will not directly or indirectly use the Material for commercial purposes. The Client will not sell the Material, lend it or otherwise provide it to the third party and will not in any way claim to exercise the rights of intellectual property (license) for the Material. If it will be necessary to use the Material commercially, the Client undertakes to inform without delay the Provider about this intention and to start negotiations with the Provider on granting a license agreement on the use of the Material.

V. The provider may provide the Material free of charge on the basis of

active cooperation and exchange of the Material between public collections or cooperating entities.

VI. In case of use of the Material provided under this MTA, the results of scientific and research activities of the Client will be output eligible for industrial legal protection (e.g. a technical solution protected by a patent or utility model), the Client is obliged to notify the Provider and subsequently to conclude with the Provider an agreement on further handling with the results and the Material.

VII. In case of publication of the information resulting from the work with the Material, the Client agrees to mention the data of the Provider including the original designation of the Material, and where appropriate, the corresponding acknowledgment to the collaborating scientists and researchers. In the event that Material and related information were eligible for industrial legal protection, the Client will provide the publication before its publishing (or transferring it to the third party) to the Provider and will take steps under Article VI., if not yet done so. The purpose is to prevent the publication of information related to the Material, which would preclude any future industrial property protection.

VIII. The Client is not supposed to use the Provider's name in any way, nor use it for advertising or promotional purposes without the prior written consent of the Provider (except for the reasons stated in Article VII.).

IX. The Client is not supposed to provide any information related to the Material to the third parties without the prior written consent of the Provider, with the exception of persons who are

involved in the research related to the Material directly. The Client is obliged to ensure the compliance with such statement by all persons who have access to the Material. The Client may, however, provide the information to the third party e.g. in connection with applications for grants, subsidies and similar agendas financed from the public budget without the prior written consent of the Provider.

X. The Provider is not responsible or liable for damages caused by the use of the Material, or by storing and handling it. The Provider is not liable for infringement of the patents, trademarks or other means of industrial-legal protection arising as a result of actions of the Client. The Provider is not responsible for loss, theft, damage of the Material with the exception of proven causation of the Provider associated with the production or distribution of the Material; in such case, the Provider agrees upon submission of a written complaint to replace the Material at his own expense.

XI. Both parties acknowledge that the Material may have unknown or difficult-to-detect characteristics which may pose a risk associated with manipulation, transport, storage or other handling. The Client accepts full responsibility for these risks, the Provider disclaims any liability for complaints and claims of the Client or the third parties arising from the above-mentioned nature of the Material. The Client undertakes not to transfer above-mentioned responsibility to the Provider.

XII. The Provider agrees to realize the order of the Material (packaging, transport, documentation) in accordance with the current Czech legislation.