**AGREEMENT FOR THE TRANSFER OF MATERIALS AND DATA**

**(MATERIAL AND DATA TRANSFER AGREEMENT – MTDA)**

**BETWEEN**

Dr. \_\_\_\_\_\_\_\_\_\_\_ belonging to the Stazione Zoologica Anton Dohrn (SZN), with registered office in Naples, Villa Comunale 80121, C.F./P.IVA IT 04894530635 and registered in the Register of Companies of the CIAA of Naples with the number NA – 926218 since 11/03/2015 (hereinafter referred to as the Supplier)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "\*\*\*\*"), with registered office in \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ – ZIP Code \_\_\_\_\_, Tax Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented da\_\_\_\_\_\_\_\_\_\_ (Title)\_\_\_\_\_\_\_(full name)\_\_\_\_\_\_\_\_\_\_\_nato to \_\_\_\_\_\_\_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ domiciled for the office at the registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter also referred to as the Recipient)

hereinafter also referred to individually as the "Party" and jointly as the "Parties"

**WHEREAS,**

1. SZN is the National Institute of Marine Biology, Ecology and Biotechnology is a national public non-instrumental research body having, among its institutional purposes, research in the field of marine sciences, for the study of the fundamental and applied biology of marine organisms, their biodiversity and evolution, through an integrated and interdisciplinary approach;
2. SZN carries out research in the field of marine sciences through collaborations with research institutions and companies in order to develop knowledge and apply it to environmental protection and improvement of the quality of life;
3. \_\_\_\_ it is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, among its aims, the enhancement for productive and social purposes and the technological transfer of the results of the research carried out and coordinated by its scientific network and, to this end, it encourages and supports collaboration between its research groups and third parties, public and private;
4. \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "\*\*\*\*\*\*\*") has extensive experience in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issues;
5. the Supplier, through its research group belonging to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department coordinated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has been conducting activities in the field of \_\_\_\_\_\_\_\_\_\_\_\_\_ for many years and has skills and know-how in the field of (specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
6. the Recipient carries out activities in the field of (specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
7. the Supplier and the Recipient are interested in discussing the possibility of initiating a research relationship/industrial relationship or in promoting and transferring research applications in the industrial field in order to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Purpose") (*specify the purposes of the transfer of data and material: tests, measurements, etc.*).
8. the Supplier is willing to provide the Recipient with the Material and Data and that the Recipient is willing to accept such Material and Data from the Supplier on the terms and conditions set forth below.
9. with this deed (hereinafter "Agreement") the Parties intend to regulate the methods of transfer, access and management of the Material (described in Annex 1) transferred by the Supplier to the Recipient within the scope of the services described herein (hereinafter Purpose, as described in Annex 2).

In view of the above, the following is stipulated and agreed:

1. In this Agreement the following words and phrases shall have the meanings set forth below.

* **Supplier**: the Supplier's organisation or employee providing the Material;
* **Recipient**: the establishment(s) receiving the Material;
* **Contact person**: the employee of the Recipient(s) who performs the activities provided for in this agreement with the Material;
* **Material or Data**: the Material and Data as originally provided by the Supplier, any progeny thereof and its unmodified derivatives (the description of the Transferred Material will be specified in Schedule 1);
* **Purpose or Aim**: the project and/or the research carried out using the Material (Annex 2).

1. The Supplier undertakes to transfer the following Material to the Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the quantity and precise technical specifications)* and guarantees that it has the full right to transfer the Material to the Recipient who, in turn, guarantees that it has the full right to be able to use it for the sole purpose of achieving the Purpose of this Agreement.
2. The Material will be used by the Recipient exclusively in connection with the Purpose of this Agreement, i.e. for \_\_\_\_\_\_\_\_\_ (test/examination/etc.) and more specifically for \_\_\_\_\_\_\_\_\_\_\_\_\_ *(specify)* (hereinafter referred to as the Purpose).
3. The Material and related data transferred from the Supplier to the Recipient shall remain the property of the Supplier, including the underlying technology (any know-how and patent rights in relation to the Purpose developed or acquired by either Party prior to the signing of this Agreement or subsequently, regardless of whether the activity covered by this Agreement is carried out but useful for the performance of the Purpose).
4. Each Party shall retain full ownership of its own background technology and shall have the right to use the other Party's background technology for the sole purpose of carrying out the activity covered by this agreement.
5. Each Party shall be free to disclose its core technology at any time during the performance of the Scientific Work or Project covered by this Agreement, taking all due precautions with respect to confidentiality obligations to the other Party.
6. By entering into this Agreement and accepting the Material, the Recipient is deemed responsible for the management of the Material, ensuring that it is accessible and stored under appropriate conditions.
7. The Material may not be multiplied or reproduced in any other way, nor further distributed to third parties without the written consent of the Supplier. This Material and Data may not be used by the Recipient – or by any third party connected to it – for commercial purposes.
8. The Material will be delivered to the Recipient after the signing of this agreement in the manner specified in Annex 1. The Recipient shall bear all costs related to the transportation of the Material that may occur.
9. It is understood that the Material will be provided to the Recipient without warranty of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, and there are no warranties that the use of the Material will not infringe any patent, copyright, trademark, or other proprietary right of any third party.
10. The Recipient shall test the Material and at least \_\_\_\_ per year, after the date of entering into this Agreement, shall report in writing to the Supplier. All costs arising from the tests are borne by the Recipient, who cannot in any way request any type of indemnity from the Supplier.
11. The Supplier has the right to inspect the use of the Material at any time by the Recipient without prior written or telephone notice.
12. At any time, upon specific written request by the Supplier, with respect to the Materials and confidential information transmitted in writing, the Recipient shall (and will ensure that the Contact Person and the persons connected to it and informed for the purposes of the purpose of this Agreement):
13. return to the Supplier the Material (unless it is perishable by nature) and the Confidential Information received (including all copies thereof);
14. destroy the Material and all copies and e-mails of any document containing, reflecting or deriving, in whole or in part, the Confidential Information.
15. To the extent permitted by law, the Recipient agrees to treat confidentially, for a period of 5 years from the date of its disclosure, any Material and/or Data marked as "Confidential" (hereinafter "Confidential Information"), except for information that the Recipient proves to be:
16. previously known or publicly available through no fault of the Recipient;
17. lawfully disclosed to the Recipient without any restriction on their disclosure or use by a person entitled to make their disclosure;
18. developed independently by the Recipient without the benefit of any disclosure by the Supplier.
19. The Recipient shall use the same degree of care in maintaining the confidentiality of the Confidential Information that it uses in connection with its own information that is considered confidential and/or proprietary. In addition, the Recipient will limit access to all Confidential Information only to employees, students, consultants and contractors who need to be informed for the purposes for which the Confidential Information is provided. It is understood that the Contact person is primarily responsible, and jointly with the persons mentioned above, in the event of violations of the confidentiality of information.
20. The terms and conditions of this Agreement shall not be construed or construed in any way to deem the Supplier bound by the transmission of both confidential and non-confidential information.
21. In all publications and in any other form of dissemination, dissemination or dissemination of the Recipient's results related to the use of the Material (including bachelor's, master's and Ph.D. theses) it must be indicated that the Material has been provided by the Supplier, through the SZN –\_\_\_\_\_\_\_\_ (specify Department), Dr. \_\_\_\_\_\_\_\_\_\_ (specify), Research Group \_\_\_\_\_\_\_\_\_\_ (specify).
22. Prior to any publication, disclosure, dissemination, or dissemination, Recipient shall send Supplier a copy of the proposed publication/disclosure by certified mail at least thirty (30) days prior to such publication/disclosure. Within thirty (30) days of receipt of the proposed publication/disclosure, Supplier may require the Recipient to remove any reference to any confidential information held or controlled by the Supplier.
23. If positive or interesting results, data or inventions are obtained relating to the use of the Material, the Parties hereby agree that these may be managed by subsequent and specific agreement between the Parties concerning the joint exploitation of such Results. For this reason, the Supplier may require the Recipient to postpone any proposal for publication/disclosure for the period necessary to allow the adoption of adequate protection measures, to file a patent or other title to exploit the results of these searches.
24. However, this Agreement does not create any obligation on either Party to enter into any future agreement. Furthermore, Furthermore, this Agreement does not imply any assumption of exclusivity or obligations or commitments other than those expressly set forth, nor does it create any agency, joint venture or partnership between the Parties.
25. Nothing contained in this Materials and Data Transfer Agreement shall or may be construed as granting Recipient any right or license to Materials or Data for any use other than or in addition to the Purpose of this Agreement.
26. Nothing in this Agreement confers any right to use for advertising purposes, or for any other promotional activity unrelated to the contents of this Agreement, any name, trademark, or other designation of either Party, including abbreviations.
27. All notices and communications between the Parties, arising out of the application of this Agreement, shall be made, according to specific uses and needs, in writing and/or communicated by e-mail and certified e-mail, to the following addresses (or to those other addresses that may subsequently be communicated in writing):

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| for SZN  Zoological Station "Anton Dohrn" Naples  Grant Innovation Office  Villa Comunale, 80121 Naples  E-mail: \_\_\_\_\_\_\_\_\_\_\_  PEC: ufficio.protocollo@cert.szn.it  SZN Contacts for the Agreement: name and surname of the Contact person for Technology Transfer indicated for this purpose  E-mail: \_\_\_\_\_\_\_\_\_\_\_ | For\_\_\_\_:  \_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_  Unit "\_\_\_\_\_\_\_\_\_\_\_\_"  \_\_\_\_\_\_\_\_\_\_\_\_ n°\_, CAP\_\_\_\_\_  E-mail:\_\_\_\_\_\_\_\_\_\_  PEC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact \_\_\_\_ for the Agreement: \_\_\_\_\_\_\_ ([\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_](mailto:silvia.cella@cnr.it)) |

1. Neither Party shall be liable under this Agreement for any delays, defaults and damages, or their immediate and direct consequences, resulting from force majeure. The Party affected by the force majeure event shall in any case notify the other Party in writing, as soon as possible and in any case no later than 7 working days from the occurrence of the event, of the existence of the event and its impact on the affected Party's ability to perform the Agreement, in any case taking appropriate measures in order to ensure the timely restoration of fulfillment.
2. The Parties undertake to comply with all applicable data protection provisions, EU Regulation 2016/679 on data protection and any other applicable legislation in relation to the data of the other Party, as well as any third parties that may come into their possession during the execution of this Agreement. To this end, the rules applicable under the law to which this Agreement is subject and those applicable to each of the Parties according to its nationality shall apply.

The signatories and persons named as references under this Agreement understand that their personal data will be processed for the purposes of implementing and executing this Agreement, as well as for the management and archiving of related documentation.

In accordance with the data protection regulations in force from time to time, data subjects have the right to exercise their rights of access, rectification, deletion, opposition, the right to request the restriction of the processing of their personal data, portability and the right to lodge a complaint with a supervisory authority.

Details of the Parties for data controllers:

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax code and VAT number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_ No. \_\_\_\_, \_\_\_\_\_

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Data Protection Department - Data Protection Officer (DPO): \_\_\_\_\_\_\_\_\_\_.

Supervisory Authority: Guarantor for the protection of personal data. www.garanteprivacy.it

Corporate name: STAZIONE ZOLOGICA ANTON DOHRN

Tax code and VAT number: IT 04894530635

Address: Villa Comunale - 80121, Naples, Italy

Data Protection Department: Data Protection Officer (DPO) - rpd.privacy@szn.it]

Supervisory Authority: Guarantor for the protection of personal data. [www.garanteprivacy.it](http://www.garanteprivacy.it)

1. Each Party acknowledges that any breach of the provisions of this Agreement may cause irreparable harm to the other, and shall be entitled to damages, without prejudice to any other remedies provided by applicable law.

The Recipient, in the event of violation of the obligations assumed with this Agreement and attributable to it, will be required to pay the other Party a pecuniary sum of € 100,000.00 as a penalty for each violation ascertained, pursuant to and for the purposes of Article 1382 of the Italian Civil Code, except for compensation for greater damages.

1. This Agreement shall be governed by and construed in accordance with the laws of Italy.

In the event of a dispute between the Parties arising out of or otherwise related to this Agreement, either Party may notify the other in writing of the contents of the claim and the Parties will use their best efforts to resolve such dispute amicably through discussion.

If the dispute is not resolved within thirty (30) days of notification by one Party to the other and, unless agreed in writing by the Parties, either Party may refer the dispute to the competent court in Rome, Italy, to which the Parties confer exclusive jurisdiction.

1. In the event that any of the provisions of this Agreement is found by a court or competent public authority to be invalid and/or unenforceable, the invalidity and/or ineffectiveness of such provision shall not affect the validity and effectiveness of the remaining provisions of the Agreement. Therefore, all provisions not deemed invalid and/or ineffective will continue to apply in full. In this regard, in the event that any of the provisions of the Agreement is declared invalid and/or ineffective, both Parties undertake to replace such provision by a different provision that is valid and effective.
2. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing form and signed on behalf of each of the Parties by their respective duly authorized representatives. Furthermore, this Agreement may not be assigned without the prior written consent of the other Party.
3. This Agreement shall enter into force at the latest on the date of execution and shall expire at \_\_\_\_\_\_\_\_\_\_\_\_ (indicate the end). The confidentiality obligations shall be in effect for five (5) years from the effective date set forth above. In the case of patentable results and the commencement of patenting proceedings, the obligations of secrecy and confidentiality shall survive until they become public knowledge, not for breach of this agreement. The effectiveness of this agreement shall not cease even if the Parties do not continue to negotiate.

Read, approved and signed.

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| **RECIPIENT** | **SUPPLIER** |
| SIGNED in the name and on behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | SIGNED in the name and on behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Signature | Signature |
| Name: | Name: |
| Title: | Title (Department): |
| Date | Date |
| Signature *(Scientific Coordinator)*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | Signature *(Scientific Coordinator)*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| Name: | Name: |
| Title: | Title: |
|  |  |

## **Annex 1 – Materials and Data**

SZN will deliver "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_"[[1]](#footnote-1) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert recipient name) for their evaluations and experiments, in accordance with what is specified in Annex 2 – Research. The two research groups will work collaboratively to discover and develop \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **RECIPIENT** | **SUPPLIER** |
| SIGNED in the name and on behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | SIGNED in the name and on behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Signature | Signature |
| Name: | Name: |
| Title: | Title (Department): |
| Date | Date |
| Signature *(Scientific Coordinator)*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | Signature *(Scientific Coordinator)*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| Name: | Name: |
| Title: | Title: |
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## **Annex 2 - Research**

SZN will deliver "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the Recipient's name) for the following Purpose: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*detailing*).

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| **RECIPIENT** | **SUPPLIER** |
| SIGNED in the name and on behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | SIGNED in the name and on behalf of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Signature | Signature |
| Name: | Name: |
| Title: | Title (Department): |
| Date | Date |
| Signature *(Scientific Coordinator)*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | Signature *(Scientific Coordinator)*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| Name: | Name: |
| Title: | Title: |
|  |  |

1. Materials and Data must be specified and described fully and in detail. The minimum information required is: a. List of Materials and Data transferred; b. (Unique) identifiers, if applicable; c. Number of samples, type of fabric, types of samples (e.g. paraffin block, etc.) d. Storage and storage details and. Biosafety data and safety information (precautions for use) f. Restrictions on use (if any) g. Transport and delivery services used h. Other information deemed appropriate (e.g. details of attached data). [↑](#footnote-ref-1)