**Material Transfer Agreement (MTA)**

This Material Transfer Agreement (hereinafter referred to as the **"Agreement")** is made and entered into, effective as of the final signature date (hereinafter referred to as the **"Effective Date"),** between

**Výzkumný ústav veterinárního lékařství, v. v. i. , (Veterinary Research Institute)** with registered seat at Hudcova 296/70, Brno, PostaI Code: 60200, the Czech Republic as the research institute established by the Decision of Ministry of Agriculture on 10th September 1955 represented by its authorized Representative: MVDr. Martin Faldyna, Ph.D., director

(hereinafter referred to as the **"Provider")**

Provider’s scientist: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

and

**DIALAB, Diagnostic Laboratory**

with registered offices at Moortelhoekstraat 2 9111 Belsele, Belgium

represented by the authorized representatives set out on the signature page

(hereinafter referred to as the **"Recipient")**

individually referred to as the “Party” and collectively as the “Parties”.

**I. RECITALS**

1. The Provider possesses certain MATERIAL (as defined in section II. herein). The Provider is willing to provide the Recipient with the MATERIAL for the Purpose (as defined in this section herein) under the terms and conditions set forth herein.
2. The Recipient is interested in the use of the MATERIAL for the purpose as described with the following specificity:

ELISA kit (enzyme-linked immunosorbent assay) for examination of porcine serum IgG antibody levels against non-typhoid *Salmonella* antigens with the ability to distinguish post-infection and post-vaccination animals.

(hereinafter referred to as the **"Purpose").**

**II. THE MATERIAL**

1. The MATERIAL covered by this Agreement is listed in Attachment 1, (hereinafter referred to as the "MATERIAL").
2. For the Purpose of this Agreement, the term MATERIAL shall include the original MATERIAL and any Progeny.
3. xxxxxxxxxxxxxxxxxxxxxxxxxxxxx:
	1. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

III. **TRANSFER**

The Provider shall transfer MATERIAL to the Recipient within fourteen (14) days from the Effective Date. The parties shall sign the written transfer note confirming the transfer of the MATERIAL to the Recipient.

**IV. REMUNERATION**

Costs charged for the MATERIAL shall amount to **EURO 2400 (two thousand four hundred EUR).**

The price includes:

* xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,
* xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

Such costs are exclusive of VAT, which shall be charged, where appropriate, at the applicable rate.

Costs charged shall be paid to PROVIDER by wire transfer, as per the following schedule, the due date of the invoice is 30 days from the date of issue of the invoice:

* xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,
* xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,

**Total 2400 €** - after this Agreement shall become effective (as defined in Article IX.5.)

**V. RIGHTS AND INTELLECTUAL PROPERTY**

1. The Recipient agrees that by transferring the MATERIAL it shall not obtain any right, option or license under any patents, know-how or other intellectual property rights by the Provider to use the MATERIAL for any products, processes or services for profit making or other commercial purposes, such as sale, use in manufacturing, use in drug screening, evaluation, or designing programs, or provision of a commercial service based upon the MATERIAL. If the Recipient desires to use the MATERIAL for such profit-making or commercial purposes, the Recipient acknowledges that it must first negotiate a license or other appropriate agreement with the Provider (and third parties as may be required) on fair and reasonable terms.
2. The Recipient ensures that the MATERIAL will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity.

**VI. WARRANTY**

1. The MATERIAL is understood to be experimental in nature and may have hazardous properties. The MATERIAL shall be used with prudence and appropriate caution.
2. The Provider makes no representations or warranties of any kind concerning the MATERIAL, express or implied, and the absence of any legal or actual defects, whether or not discoverable. Specifically, and not to limit the foregoing, the Provider makes no warranty or representation of merchantability or fitness for a particular purpose or that the use of the MATERIAL does not infringe any patents or other legal intellectual property rights of a third party, and that the use of the MATERIAL will not cause any damage of any kind to the Recipient or a third party.

**VII. LIABILITY**

To the extent permitted by the law, in no event the Provider shall be liable for any use by the Recipient of the MATERIAL or any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL. The Recipient will hold the Provider and all of the Provider's trustees, regents, officers, agents, and employees harmless and indemnify them for any loss or damage they may suffer from the Recipient’s (or his Scientist’s) use, handling, storage, or other activities connected with the MATERIAL.

**VIII. REGULATIONS/LAW**

1. The Recipient shall use the MATERIAL in compliance with all laws and governmental regulations applicable to the MATERIAL.
2. This MTA is not assignable. In the event the MATERIAL or part of it should be under physical control of the Recipient before the Agreement is signed, the terms and provisions of this Agreement shall apply for this MATERIAL retroactively.
3. Any and all disputes arising out of or relating to this Agreement, including the validity or breach thereof, shall be finally and exclusively settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The arbitration proceedings shall be held in the English language.

**IX. TERMINATION**

1. This Agreement shall become effective upon the Effective Date and shall terminate by 30st April 2023.
2. The Provider shall be entitled to withdraw from this Agreement and request the immediate return or destruction of the MATERIAL (if objectively possible), in case the Recipient does not comply with its obligations under this Agreement, namely:
	1. repeated breach of the contractual obligation even after it has been requested to do so in writing, has been provided with a reasonable alternative period for fulfilling the obligation and has been advised of the withdrawal.
3. The Recipient shall be entitled to withdraw from this Agreement in case the Provider does not comply with its obligations under this Agreement, namely:
4. the Provider's default to provide the MATERIAL within 30 days from the Effective Date,
5. repeated breach of the contractual obligation even after it has been requested to do so in writing, has been provided with a reasonable alternative period for fulfilling the obligation and has been advised of the withdrawal.
6. Withdrawal from this Agreement is effective on the date of delivery of a written notice of withdrawal to the other party and the Agreement is cancelled with the effects of ex nunc. Withdrawal from this Agreement is without prejudice to the right to damages, secrecy and other provisions of this Agreement which, according to the agreement of the parties, or due to their nature, should last even after the termination of this Agreement.
7. The Parties note and make it undisputable that according to Czech legislation, Act No. 340/2015 Coll., to have the Agreement become valid and effective, it must be disclosed in the Register of contracts. Therefore, the Parties have agreed this Agreement becomes valid on the date of its signature by the Parties and effective as of the day of its disclosure in the Register of contracts pursuant to the previous sentence. VRI shall file this Agreement at the aforementioned Register immediately after the last signature. The Parties are obliged to determine and highlight those provisions, which constitute their trade secret and thus will be exempt from the obligation of public disclosure. If a Party does not determine and highlight such provisions, the Party responsible for filing the Agreement to the Register shall take no responsibility for any harm or damage incurred.

**X. SIGNATURES**

Each Party hereby confirms to be authorized to enter in to this Agreement and to fulfil the obligations outlined in this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means by any Party to the other Party and the receiving Party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

**For the Recipient**

Place: xxxxxxxxxxx

Date:

**Name, title:** xxxxxxxxxxxxxxxxx

**For the Provider For the Provider**

Place: Brno Place: Brno

Date: Date:

**Name, title: xxxxxxxxxxxxxxxxxxxxxxx** **Name, title: xxxxxxxxxxxxxxxxxxxxxxxx**

**Attachment 1.** Complete list of Material and quantities of Material provided to Recipient:

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