

**MATERIAL TRANSFER AGREEMENT - GMO**

Ref. order n. <input style="width: 100%;" type="text"/>	date <input style="width: 100%;" type="text"/>
---	--

The cell lines are distributed as frozen ampoules, to qualified researchers, who are responsible of their correct preservation and use. In order to receive the cell line(s) the researcher must subscribe the following agreement:

1. The researcher confirms that he/she is authorized to receive, on behalf of his/her employer, the cell line(s) requested: She/he understands that in the EU the use of genetically modified microorganisms is regulated by Council Directive 98/81/EC of 26 October 1998, and that it is his/her responsibility to comply with their own National regulations.
2. The cell line(s) will be used for research purposes only. In no case the cell line(s) or derivatives will be directly or indirectly applied for clinical use
3. The cell line(s) and derivatives will not be offered for sale or be utilized in commercial processes, without having secured written agreement with Banca Cellule on behalf of the original depositor
4. The cell line(s) will not be distributed to third parties and no alteration will be made to the cell line name or acronym
5. The present agreement does not represent transfer of property nor intellectual property rights on the cell line(s) and derivatives; the Banca Cellule will not be liable in case use of cell line(s) and derivatives should infringe any intellectual property rights of a third party
6. The cell line(s) belongs to the Biological Level 2 containment, (D. leg. 81/08); the researcher confirms that he/she has access to adequate laboratories
7. The Banca Cellule and its depositors do not accept any liability in connection with the handling or use of the cell line(s)
8. If the cell lines are referred to in any publication, the ICLC catalogue code will be included, and reference to the original paper will be added, if available in the technical sheet
9. The cells are shipped on Mondays or Tuesdays, by express carrier
10. The cells are packed in special containers following ICAO / IATA packing instruction 602 for infectious substances
11. Viability and absence of contamination are carefully checked before shipping. In case of damage, the customer should immediately inform Banca Cellule, which will check the cell line and eventually replace the sample, free of charge if the damage will be confirmed, under payment of a fee in case the quality of the batch is suitable.
12. No claim will be accepted in the following cases: after 30 days from shipment, in case the cells have been repeatedly subcultured, if the instructions of the technical sheet have not been followed.

In witness thereof, Recipient and Biological Bank have executed this agreement:

Date

Date

Recipient signature and stamp

Provider signature  
Barbara Parodi, MD  
Responsible Biological bank