Material/Data Transfer Agreement

Contents

- *This template governs the transfer and use of human biological materials and its associated coded personal data made available by a provider to recipient for analysis in a research project/for a specific purpose.*
- *The template is both agreement on transfer of human biological materials and personal data processing agreement according to Article 28 of GDPR (General Data Protection Regulation 2016/679)*
- *This template assumes that the personal data to be transferred is being transferred in pseudonymized and not fully anonymized*[1]
- *This template assumes transfer within EEA but also contains clause suitable for transfer outside EEA or transfer to an international organization.*

1. Preamble

This Material/Data Transfer Agreement (hereinafter referred to as the "*MTA/DTA*") is signed and executed as of the Effective Date by and between the **Parties**:

(1) The……, with its registered offices at ……, Cyprus, herein represented by TITLE, NAME acting on its behalf and on behalf of the (Laboratory name and/or Department), herein represented by (name, title/position) (hereinafter "*Provider*")

(2) ……, formed under the laws of (law Title, where exists)of (City, District, Country), with its registered offices at (organisation address), herein represented by (name of Legal Representative, title/position), acting on its behalf and on behalf of the (Department), herein represented by (Title, name) (hereinafter "*Recipient*").

The **Provider** is in possession of certain human biological material ("Material") with associated Personal Data, needed by **Recipient** for the purposes of conducting research analysis;

The **Recipient** has applied for receiving certain Material and Associated Personal Data from the **Provider** to conduct research analysis;

The **Provider** is willing, subject to the terms and conditions hereof, to transfer certain Material and Associated Personal Data to the Recipient, for no other purpose than as described in ANNEX 1 (the "**Purpose**");

The **Parties** have agreed to be bound by the provisions set out in this MTA/DTA Agreement;

The **Parties** undertake to comply with the applicable sections of the GDPR and other relevant data protection legislation;

[1] Fully anonymized data is not considered as personal data falling under the requirements of GDPR

2. Definitions

2.1. "Original Material/Data" shall mean human Material and Associated Personal Data, as provided by the Provider to Recipient under this MTA/DTA, and as further specified in ANNEX 1.
2.2. "Material" shall mean Original Material, Progeny, and Unmodified Derivatives.
2.3. "Associated Personal Data": shall mean all coded personal information related to the Material, including clinical and pathological characterization of the Subject, provided by Provider to Recipient or developed by Recipient under this Agreement, as further specified in ANNEX 1 to this Agreement. The Associated Personal Data constitutes pseudonymized personal data under the GDPR.
2.4. "Material/Data" shall mean Original Material/Data, Progeny, Unmodified Derivatives contained in Modifications and Proprietary Information.
2.5. "Participant Level Data'' shall mean the personal data contained within the Materials, Associated Personal Data and any applicable generated data by the Recipient such as findings, results data and other data.
2.6. "Modifications" shall mean substances, other materials, or processed data created by the Recipient which contain/incorporate the "Original Material/Data.
2.7. "Proprietary information" shall mean any information, data and know-how relating to the Original Material/Data which may include but not limited to information on its use, handling and reproduction, as described in ANNEX 1.
2.8. "Provider" shall mean the legal entity as defined above.
2.9. "Providing Scientist" shall mean the scientific employee of Provider that supplies the "Original Material/Data" to the Recipient.
2.10. "Recipient" shall mean the legal entity as defined above and includes the Recipient Scientist(s), Recipient Researchers, and all employees of the Recipient.
2.11. "Recipient Researchers" are researchers employed by the Recipient that are involved in any way to the Purpose.
2.12. "Recipient Scientist(s)" shall mean the scientist(s) in charge and/or scientific employee(s) of Recipient performing the intended experiments/analysis with Material/Data as identified in ANNEX 1.
2.13. "Progeny" shall mean unmodified descendant from the "Original Material/Data, such as cell from cell or organism from organism.
2.14. "Participant" shall mean the patient or other person who is the donor of the Original Material /Data.
2.15. "Unmodified Derivatives" shall mean substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: Original Material or unmodified portions thereof fixed as tissue sections or in arrays, and unmodified proteins, RNA, or DNA extracted from the "Original Material/Data".
2.16. "Effective Date" shall mean the date of the last signature on this Agreement.
2.17. "Confidential Information" shall mean all information disclosed between the Parties with exceptions as explained in Article 6.
2.18. "GDPR" shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
2.19. Controller, Processor, Data Subject, Personal Data, Processing (and Process) and Special Categories of Personal Data: have the meanings given in Applicable Data Protection Legislation;
2.20. "Applicable Data Protection Legislation" shall mean the GDPR and any additional locally applicable data protection legislation in Cyprus.

2.21. Data Security Incident shall mean the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Materials/Data.

2.22. Intellectual Property Rights or IPRs: all present and future intellectual property rights including but not limited to patents, trade and service marks, design rights, copyright, database rights, trade secrets and know-how, in all cases whether registered or not or registerable, and including all registrations and applications for registrations of any of these and rights to apply for the same as well as any renewals, extensions, continuations, combinations or divisions thereof, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

3. Supply of the Original Material/Data

3.1. Provider will deliver to Recipient the Original Material/Data and Proprietary Information which Provider considers appropriate in the timeframe and manner set out in this MTA/DTA and subject to its provisions. Original Materia/Data and Proprietary Information are and remain the exclusive property of the Provider. Subject to the terms and conditions of this MTA/DTA, Provider hereby grants Recipient a license under the terms described in 4.8.2. to use the Material/Data as described in ANNEX 1. ANNEX 1 constitutes an integral part of this MTA/DTA.

3.2. The Original Material/Data and Proprietary Information is provided for a fee, which will be determined based on nature and amount of material and data to be provided. Also, a handling fee may be charged for its collection, preparation and shipment to the Recipient. As applicable, both items are specified in ANNEX 1. Upon receiving the payment, the Original Material/Data shall be shipped to Recipient.

3.3. The Original Material/Data and Proprietary Information provided to the Recipient Scientist pursuant this MTA/DTA and Unmodified Derivatives thereof will be maintained within the sole possession and control of the Recipient Scientist and staff under his or her direct supervision who are bound by obligations not less strict than those set out herein and must not be released to any person other than the Recipient Scientist(s).

4. Use of the Material/Data by the Recipient

4.1. The Recipient agrees that the Material/Data shall only be used in accordance with the terms and conditions of this MTA/DTA for the permitted Purpose only and by the Recipient, Recipient Scientist and Recipient Researchers under the supervision of the Recipient Scientist.

4.2. The Recipient, Recipient Scientist and Recipient Researchers shall not share, sub-license, disclose, transfer, sell, gift or supply the Material/Data to any other person or unauthorised by the Provider third party.

4.3. Without prejudice to the other provisions of this MTA/DTA, any actual or anticipatory breach of any provision of subsections 4.1 or 4.2 shall entitle the Provider to terminate this Agreement with immediate effect and require the immediate return or destruction of any Original Material/Data provided by Provider or Material/Data.

4.4. The Recipient shall procure that the Recipient Scientist, the other Recipient Researchers are made aware of, and shall comply with, the terms and conditions of this MTA/DTA and the Applicable Data Protection Legislation. Any act or omission of Recipient Scientist(s) or any Recipient Researchers shall be deemed to be an act of the Recipient for which the Recipient is fully responsible and liable.

4.5. The Material/Data shall be handled confidentially by the Recipient and treated as the valuable, confidential and proprietary information of the Provider. Provider understands and agrees that,

for the performance of Recipient's intended Purpose as described in ANNEX 1, the Recipient shall not disclose the Material/Data, in whole or in part, to any other third party unless authorized in writing by the Provider.

4.6. This MTA/DTA confers on the Recipient only those rights that are expressly granted to the Recipient. For the avoidance of doubt, nothing in this MTA/DTA shall prevent the Provider from supplying the same Material/Data (or other data and/or samples in the Provider's Resource) to another third party, in line with the access procedures or for the Provider's other operational purposes. The Provider will retain such unrestricted right to distribute the Material/Data to other academic, research, commercial or non-commercial entities.

4.7. The Recipient will not transfer the Material/Data to any third party and will direct any third-party requests to the Provider.

4.8. In relation to the Original Materials/Data supplied to the Recipient:

4.8.1. The Provider is the owner of the Original Materials/Data, and the Provider is the owner of the Intellectual Property Rights in the Original Materials/Data; and

4.8.2. The Provider hereby grants to the Recipient a revocable, non-exclusive, non-transferable licence (but not any ownership rights) during the Term to use the Materials/Data for the Permitted Purpose, subject to the terms and conditions of this MTA/DTA.

4.9. The Recipient shall use the Material/Data in compliance with all laws and regulations applicable to such Material/Data in the Recipient's place and country, including regulations and guidelines for work with recombinant DNA. The Material/Data being experimental in nature must not be used in therapy involving humans or animals, in clinical trials or for diagnostic purposes involving human subjects, unless otherwise specified in this agreement.

4.10. The Material/Data shall be used for experimental research and/or educational purposes only, as described in ANNEX 1. Accordingly, and without limitation, Recipient is not allowed to use the Material/Data for any commercial purpose or for the direct benefit of any commercial entity or use the Material/Data for the production of products for any commercial purpose or for the direct benefit of any commercial entity without prior written approval/authorisation of the Provider. Upon request, the Recipient shall inform the Provider on the status of its research.

5. Generation of data by the Applicant

5.1. Ownership of generated data: The data generated by the Recipient for the Purpose shall be deemed to fall into the following categories:

5.1.1. Results Data: data and methodology (for example, the SAS/R/Stata scripts) which underlie the Findings and which would enable another competent researcher to generate the Findings;

5.1.2. Findings: the findings generated by the Applicant as a result of the Approved Research Project; and/or

5.1.3. Other Data: all other data generated by the Applicant which is not in one of the above two categories.

5.2. Except as provided in clause 5.3, the Recipient shall own the IPRs in their Findings, the Results Data and the Other Data. The Recipient hereby grants a perpetual, irrevocable, worldwide, fully paid up, royalty free, fully sub-licensable non-exclusive licence to the Provider to use, reproduce, distribute, publish, store and otherwise disseminate the Findings, the Results Data and the Other Data.

5.3. Nothing in this MTA/DTA shall operate to assign to the Recipient, Recipient Scientists and Recipient Researchers any IPRs in the Original Materials/Data. To the extent that the Findings,

the Results Data or the Other Data incorporate any Materials/Data, the IPRs in those Materials/Data shall remain the property of the Provider and shall not belong to the Recipient

5.4. The Recipient warrants to the Provider that the Provider's receipt of and use of the Recipient's Findings and Results Data shall not infringe the rights, including any IPRs, of any third party.

5.5. Rights to inventions/developments made by the Recipient: The Provider confirms that it shall have no rights or licence to the IPRs in relation to any inventions made by the Recipient as a result of using the Original Material/Data, Results Data, Findings or Other Data.

5.6. The Provider expressly excludes (directly or indirectly) (i) any right of the Recipient to sub-licence any of the rights granted to the Recipient to the Original Materials/Data under this MTA/DTA and/or (ii) any right of the Recipient to publish or distribute any of the Original Materials/Data.

5.7. For the avoidance of doubt, the rights granted under this MTA/DTA to the Recipient to use the Materials and Associated Personal Data are for the permitted Purpose only and any other purposes or usages shall require the Recipient to make a further Application to the Provider.

6. Confirmations from the Applicant/Recipient

6.1. General

6.1.1. The Recipient hereby confirms to the Provider that all work performed by it using the Materials and Associated Personal Data shall be carried out in compliance with all applicable laws, regulations, guidelines and approvals, including without limitation the GDPR and any approvals required from a Research Ethics Committee (or the applicable equivalent in the jurisdiction where the experiments/research is to be conducted).

6.1.2. The Recipient shall retain the Materials in a secure network system, at such standard which would be reasonably expected for the storage of valuable and proprietary sensitive/confidential data. Further, the Recipient shall be obliged to implement the appropriate technical and organisational measures as required by the GDPR to protect the Materials/Data from a Data Security Incident.

6.1.3. The Recipient shall notify the Provider without undue delay (and in any event no later than 24 hours) after becoming aware of a reasonably suspected "near miss" or actual Data Security Incident which affects the Materials/Data. Such notification must be sent by email to privacybiobank@ucy.ac.cy

6.1.4. The Recipient shall not delay such notification on the basis that the information is incomplete or the relevant investigation is ongoing. Further, the Applicant shall not make any external announcement, notifications to a supervisory authority or regulator about any such Data Security Incident without the express prior written consent of the Provider, unless required by law to do so.

6.1.5. Both parties shall cooperate and provide reasonable assistance to each other to facilitate the handling of the Data Security Incident.

6.2. Withdrawal of consent by participants

The Recipient confirms that it shall deal promptly and appropriately (in accordance with the Participant's option to withdraw as set out on the Provider's consent form) with any "no further use" withdrawals by Participants which the Provider notifies to the Recipient.

6.3. Identification of participants

The Recipient is expressly prohibited from (or attempting to): developing, linking or re-engineering the Materials supplied to it so as to identifying any Participant from the Materials provided by the Provider; or contacting any Participant.

In the event that the Recipient inadvertently identifies any Participant then it shall notify the Provider immediately setting out (in reasonable detail) the circumstances by which it happened. Such notification must be sent by email to privacybiobank@ucy.ac.cy

6.4. Other

The Recipient shall not: share the identification of Participants with any other person; or attempt to contact the Participants themselves. Without prejudice to the other provisions of this MTA/DTA, any actual or anticipatory breach of any provision of clauses 6.1, 6.2 and 6.3 shall entitle the Provider to terminate this MTA/DTA with immediate effect and require by the Recipient the immediate return or destruction of any Materials provided by the Provider.

7. Confidentiality

7.1. Subject to the exceptions in 7.2., both parties shall keep confidential all information disclosed to each other verbally and/or in writing and shall not disclose such information to any person.

7.2. the Provider may disclose the Recipient's confidential information where expressly permitted by this MTA/DTA or when:

7.2.1. the information was in (or enters into) the public domain other than by reason of a breach of this clause by the Provider; or

7.2.2. the Provider and the Recipient agree, acting reasonably, that such information is trivial or obvious, or they agree in writing that such disclosure may be permitted; or

7.2.3. it was lawfully disclosed to the Provider by a third party who did not impose any restrictions on its disclosure; or

7.2.4. it can be shown by the Provider (to the Recipient's reasonable satisfaction) to have been known by the Provider before disclosure to it by such Recipient; or

7.2.5. it is required to be disclosed by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction.

8. Data Protection Relationship of the parties

8.1. General

The parties acknowledge that the Provider and the Recipient are independent Controllers with respect to the Participant Level Data that is Processed in accordance with this MTA/DTA, and that the Recipient shall Process the Participant Level Data strictly for the permitted Purpose. In no event shall the parties Process the Participant Level Data as joint Controllers.

8.2. Compliance with law

Each party shall be individually and separately responsible for complying with the obligations that apply to it as a Controller under Applicable Data Protection Legislation.

8.3. Cooperation

In the event that the Recipient or any Recipient Researcher receives any correspondence, enquiry or complaint from a Participant, regulator or other third party ("Correspondence") in connection with the Processing of the Participant Level Data, it shall promptly inform the Provider giving full details of the same. In all circumstances, the Recipient or any Recipient Researcher shall: (i) obtain the Provider's written approval before responding to the Correspondence, including approval of the contents of any response; and (ii) subject to Data Protection Legislation, permit the Provider to respond directly to the Correspondence.

8.4. Where the Recipient is located outside of European Union
Where the Provider transfers Original Material/Data to a Recipient outside European Union in a territory that has not been specified as ensuring an adequate level of protection in accordance with the applicable Data Protection Legislation, the parties agree that the C2C Model Clauses shall be incorporated into this MTA/DTA by reference from the Effective Date as follows:

The Provider shall be the data exporter; the Recipient shall be the data importer;
where the C2C Model Clauses being relied upon are those approved by the European Commission: (i) under the "II Obligations of the data importer" section of the C2C Model Clauses option h (iii) (the data processing principles set forth in Annex A) shall be deemed to have been selected; (ii) the provisions of Annex 1 shall be deemed to be set out in Annex B to the C2C Model Clauses; and (iv) the optional illustrative commercial clauses shall be deemed to have been deleted; and if there is any conflict between the MTA/DTA and the C2C Model Clauses, the C2C Model Clauses shall prevail. The parties agree to use All Reasonable Endeavours to put in place any additional or supplementary measures that may be required in order to give effect to the C2C Model Clauses.

8.5. International transfers by the Recipient
The Recipient shall not Process any Participant Level Data (nor permit any Participant Level Data to be Processed) in a territory outside of the EU (or where C2C Model Clauses applies, where Processing occurs in a subsequent territory).

9. Publications

9.1. Any publication of Recipient Scientist based on the Original Material/Data, Proprietary Information, Unmodified derivatives or Modifications thereof shall co-author Providing and Recipient Scientists and/or any other Provider and/or Recipient researcher(s) according to common scientific practices based on their actual contribution to the publication. Should co-authorship be not permitted on specific Journals with restrictive authorship criteria, a sufficient acknowledgment of Provider's contribution is required. Any verbal communication, be it at a conference, academic lecture or other public presentation referring to the Material/Data shall acknowledge the Provider as source of the Original Material/Data.

9.2. The Recipient Scientist shall submit to the Providing Scientist any publication related to the Material/Data two (2) weeks prior to submitting the publication to a third party, and shall act in accordance with Article 7 of this MTA/DTA. Provider agrees to keep the Recipient's publication confidential until published by Recipient. Noted that in case the co-authorship criteria above are met the Providing Scientists should be given a period of sixty (60) days prior to the publication to respond.

10. Intellectual Property

10.1. In relation to the Materials and Associated Personal Data supplied to the Recipient the Provider is the owner of the Original Material/Data, and the Provider is the owner of the Intellectual Property Rights in the Material/Data; and the Provider hereby grants to the Recipient a revocable, worldwide, non-exclusive, non-transferable licence (but not any ownership rights) during the Term to use the Materials and Associated Personal Data for the permitted Purpose, subject to the terms and conditions of this MTA/DTA.

10.2. Recipient agrees not to file for any intellectual property protection for Original Material/Data and/or Proprietary Information

10.3. Recipient acquires no rights under any patents nor any rights to use any products or processes derived from or including Material/Data for profit-making or commercial purposes. Recipient agrees to negotiate in good faith a license with the Provider and receive the Provider approval before making any profit-making of any product or process derived from the Material/Data. The Provider has no obligation to grant a license to the Recipient, and may grant exclusive or non-exclusive licenses to others who may be investigating uses of the Material/Data.

10.4. When the research involving any and all part of the Material/Data results in an invention or a patentable Modification of the Material/Data, the Recipient shall promptly disclose this development to the Provider. Recipient and Provider shall decide in common and negotiate in good faith about the inventorship, taking in due consideration the Provider's contribution to the invention through its Material/Data and any potential essential scientific contribution per academic standards and any applicable laws and regulations relating to inventorship. Decisions about all further proceedings, such as filing for a patent application or exploitation, shall be made after inventorship or any actual contribution thereof, is determined.

10.5. At Provider's request, Recipient agrees to return generated results and data to the Provider once the recipient's research/analysis is published or concluded. Such transfer shall be free of charge, but an appropriate handling\shipping fee may be charged by Recipient.

11. Representations, Warranty and liability

11.1. Any Material/Data provided pursuant to this MTA/DTA is understood to be experimental in nature. The Recipient agrees that the Original Material/Data are provided on an "as is" basis without any warranties of any kind, express or implied, included but not limited of satisfactory quality, merchantability or fitness for a particular purpose or use, or that use of the Material/Data shall not infringe the rights, such as patent or other proprietary rights, of any third party. Except as expressly stated in this MTA/DTA, all warranties, terms and conditions, whether express or implied by statute, common law or otherwise, are excluded to the fullest extent permitted by law.

11.2. Provider warrants that it has obtained all necessary patient consents and regulatory ethical approvals connected to the Original Material/Data.

11.3. Limitation of liability

11.3.1. The parties agree that subject to clauses 11.3.3. and 11.3.4., Provider's maximum aggregate liability under this MTA/DTA shall be limited to the Access Charges paid or payable by the Recipient/Applicant to the Provider (whether or not invoiced to the Applicant/Recipient); and

11.3.2. Notwithstanding clause 11.3.1. above, the Provider shall have no liability to the Recipient for any:

11.3.2.1. loss of profit (whether direct, indirect or consequential);
11.3.2.2. loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
11.3.2.3. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
11.3.2.4. loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
11.3.2.5. loss of use or value of any data or software (in each case whether direct, indirect or consequential);
11.3.2.6. indirect or consequential loss.

11.3.3. Nothing in this MTA/DTA shall operate to exclude or limit any liability which cannot legally be limited including but not limited to liability for: death or personal injury caused by negligence; for its fraud or fraudulent misrepresentation; and for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.
11.3.4. For the avoidance of doubt, the Provider shall have no responsibility or Liability (including but without limitation any product-related Liability) for any finding, product, test or treatment developed directly or indirectly by the Recipient using the Materials/Data.
11.3.5. Nothing in this MTA/DTA shall operate to exclude or limit the Recipient's Liability to the Provider for any loss, damage, costs or expenses arising from: the Recipient's failure to comply with Article 8 (Data Protection Relationships of the Parties) any breach of subsection 4.2 or any circumstance in which the Applicant sub-licenses, distributes or otherwise shares the Material/Data (including any IPRs) with any unauthorised person or third party, any circumstance set out in subsection 6.2., 6.3. and 6.4.; and any Data Security Incident which is caused by the Recipient.
11.4. Recipient assumes all and any liability for Recipient's acceptance, use, storage or disposal of the Material/Data. Recipient shall hold harmless, defend and indemnify, the Provider (including any agent or representative) from any loss, claim, damage, demand or liability, of whatsoever kind or nature (including but not limited to legal expenses), which could be raised by the Recipient, or made against the Recipient by any other party, due to, or arising from, the acceptance, use, storage or disposal of the Material/Data by the Recipient. Without limiting the foregoing, Provider makes no representation as to testing of the Material for the presence or absence of any pathogens, and Recipient and Recipient Scientist assume all risk of harm with respect to any such pathogens.

12. Notification to the Provider

12.1. If the Recipient intends to publish in any format (e.g. paper journal, on-line report, meeting abstract) or present findings the Recipient must provide a copy of any report of its Findings and any press release to the Provider at least two (2) weeks before their expected date of first public presentation or publication. The Recipient shall email such documents to ……
12.2. However, and notwithstanding the provisions of clause 12.1. above, the Recipient is required to promptly notify the Provider in advance (in writing) if any report of its Findings is reasonably likely to provoke controversy or otherwise attract significant public attention. In such circumstances, Provider reserves the right to make such recommendations, reservations or suggestions on the report as it sees fit (and which it may make public) for consideration by the Recipient.

13. Credit to the Provider

13.1. The Provider requires that any publication of Findings includes the following credit, which credit shall be incorporated within the so-called "abstract" of such publication: "This research has been conducted with support by the *CY*-Biobank Project, which has received funding from the European Union Horizon 2020 Research and Innovation Programme under Grant Agreement No. 857122. This research has been conducted using the *CY*-Biobank Resource under application number."

13.2. This acknowledgement to *CY*-Biobank should, when possible, be linked to reference search tools (such as PubMed and MEDLINE and/or DOI reference).

14. Force majeure

14.1. If a party is prevented from, hindered or delayed in performing any of its obligations under this MTA/DTA by reason of a Force Majeure Event, such party shall promptly notify the other of the date of its commencement and the effects of the Force Majeure Event on its ability to perform its obligations under this MTA/DTA. If mutually agreed by the parties, then the obligations of the party so affected shall thereupon be suspended for so long as the Force Majeure Event may continue.

14.2. The party affected by a Force Majeure Event shall not be liable for any failure to perform or delay in performing such of its obligations as are prevented, hindered or delayed by the Force Majeure Event provided that such party shall use every reasonable effort to minimise the effects thereof and shall resume performance as soon as possible after the removal of such Force Majeure Event. If the period of non-performance exceeds 90 days from the start of the Force Majeure Event then the non-affected party shall have the option, by written notice to the other party, to terminate this MTA/DTA by giving thirty (30) days' written notice to the other party.

14.3. The provisions of this clause 14 shall not affect any other right which any party may have to terminate this MTA/DTA.

15. Affiliates, assignment and sub-contracting

15.1. Affiliates

The rights granted to the Recipient under this MTA/DTA include the Affiliates of the Recipient, subject to the Recipient remaining fully liable and responsible for the conduct of its Affiliate(s) and for ensuring that it's Affiliate(s) comply with the terms and conditions of this MTA/DTA.

15.2. Assignment

Neither the Provider nor the Recipient shall be entitled to assign to a third party this MTA/DTA or any of its rights or obligations hereunder without first having received the written approval of the other party, such approval not to be unreasonably withheld or delayed.

15.3. Subcontracting

The Recipient shall not sub-contract the performance of any of its obligations under the MTA/DTA or any part thereof without having first obtained the prior written consent of the Provider, such consent not to be unreasonably withheld.

15.4. In the event that consent is granted under clause 15.3, the relevant Recipient shall be responsible for the acts, defaults and omissions of its sub-contractors as if they were the

Recipient's own, and any consent given shall not relieve such relevant Recipient 's of any of its obligations under this MTA/DTA.

16. Duration

16.1. This MTA/DTA shall enter into force on ……. ("Effective Date"). It expires after ….. years.
16.2. The term of this MTA/DTA shall commence on the Effective Date and shall end on the Completion Date unless terminated sooner in accordance with Articles 14 or 17 or in accordance with law.
16.3. The Term of this MTA/DTA may be extended by the Parties with a written supplemental agreement.

17. Termination and consequences of termination

17.1. The Provider shall be entitled to terminate this MTA/DTA immediately by written notice to the Recipient if the Recipient:
  17.1.1. commits any breach of a material provision of this MTA/DTA or a material breach of this MTA/DTA, and, in the case of a breach capable of remedy, fails to remedy the same within 10 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; or
  17.1.2 ceases, is likely to cease, or threatens to cease carrying on business or suffers an Insolvency Event, or is subject to a serious, adverse regulatory finding.
17.2. Upon expiry of the MTA/DTA pursuant to Article 16 above or termination of this MTA/DTA by the Provider pursuant to Article 14 or in accordance with law:
  17.2.1. The grant of rights and all licences to the Recipient under this MTA/DTA shall be automatically terminated; and
  17.2.2. The Recipient shall destroy the Materials/Data or otherwise render them inaccessible. For the avoidance of doubt, the Recipient shall not be required to destroy Results Data or Other Data subject to the provisions of this MTA/DTA being complied with.
17.3. Either party may terminate this MTA/DTA at any time. Recipient will discontinue all use of and return or destroy, subject to the Providers advice, the Original Material/Data and related information within thirty (30) days of termination. In case the Material/Data are decided to be returned to the Provider, any shipping and/or insurance costs will be borne by the latter.
17.4. Termination or expiry of this MTA shall not affect the rights and obligations of the parties accrued at the date or termination or expiry.

18. Survival

Articles 7, 8, 9 10, 11, 12 and 13 will survive the termination or expiration of this MTA/DTA. Any other provisions in this MTA/DTA that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration. This MTA/DTA may be amended only by a written and fully signed subsequent agreement between the parties.

19. Notices or communication

19.1. Notices required under this MTA/DTA shall be in writing and shall be:
  19.1.1. sent by email to the addresses set out below; or
  19.1.2. in the event of failure to deliver an email by post to the Provider or to the Recipient.
19.2. Any notice shall be deemed to be received:
  19.2.1. if sent by email, upon receipt at the recipient's email server, (or, if this time falls outside business hours in the place of receipt, when business hours resume); or
  19.2.2. if sent by post, on the date of delivery if a business day in the place of receipt (or, if not a business day, on the first business day thereafter).
19.3. Any notice or communication required or permitted to be given by any Party hereunder will be deemed sufficiently given if mailed by certified mail, return receipt requested, and addressed to the party to whom notice is given as follows:

If to Recipient, to:
Name:
Address:
e-mail:

If to the Provider, to:
Name:
Address:
e-mail:

The Parties' contact details for inquiries regarding handling and protection of Material and Associated Personal Data are as follows:

For Recipient, to:
Name:
Address:
Tel: +
e-mail:

For Provider, to:
Name:
Address:
Tel: +
e-mail:

This MTA/DTA will be binding upon and inure to the benefit of the respective successors and assignees of the Parties hereto. However, Parties may not assign this MTA/DTA in whole or in part without the prior written consent of the other Party.

This MTA/DTA may only be altered or amended by an instrument in writing signed by both Parties.
If any portion of this MTA/DTA is in violation of any applicable law, or is unenforceable or void for any reason whatsoever, such portion will be inoperative and the remainder of this MTA/DTA will be binding upon the Parties.

If the lawful performance of any part of this MTA/DTA by a Party is rendered impossible by or as a result of any cause beyond such Party's reasonable control, such Party will not be considered in breach hereof as a result of failing so to perform.

This MTA/DTA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Cyprus. The parties irrevocably agree that the Cyprus courts shall have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of, or in connection with this MTA/DTA or its subject matter or formation. The Parties will have the option to agree in writing to settle a dispute by arbitration in accordance with the Rules of an Arbitration Chamber agreed.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate originals, as of the Effective Date. The Parties may initially choose to insert their electronic signature to this MTA/DTA and immediately send the signed original MTA/DTA by post. If the original agreement is not received by the Provider within 10 days from the MTA/DTA will be voidable by the Provider.

The representatives hereby expressly certify that they are authorized to sign this MTA/DTA on behalf of their respective institution.

Signatures

At **….**

Signed for and on behalf of the *Provider* by its duly authorized representative and *Providing Scientist*

Provider	**Provider's Scientist**
Title & Name	Title & Name
Signature	Signature
Witness 1	**Witness 1**
Title & Name	Title & Name
Signature	Signature

Date: ……

At ….

Signed for and on behalf of the *Recipient* by its duly authorized representative and *Recipient Scientist*

Recipient	**Recipient Scientist**
Title & Name	Title & Name
Signature	Signature
Witness 1	**Witness 1**
Title & Name	Title & Name
Signature	Signature

Date: ……

ANNEX 1

It is hereby acknowledged that the Department/Laboratory of Click here to enter text. of the *Provider* will supply *Recipient* with the following *Original Material/Data* and *Proprietary Information* which resulted from research at *Provider* or collaborative laboratories.

1. *Providing Scientist*'s name, full address, telephone number and e-mail:

Professor Name
Department of Click here to enter text.
(Organisation and Address)
Phone: Click here to enter text.
Email: Click here to enter text.

2. Address to send the *Original Material/Data*:

Professor Name
Department of Click here to enter text.
(Organisation and Address)
Phone: Click here to enter text.
Email: Click here to enter text.

3. Description of the *Original Material/Data and Proprietary Information*:

4. Description of the intended experiments/PURPOSE:

5. Preparation fee:

If applicable

6. Shipping fee:

If applicable, cost of shipment by express mail to be paid by *Recipient*.