

16/2020/CMSP

Material Transfer Agreement

BETWEEN

THE PROVIDING PARTY:

Het Instituut voor Landbouw- en Visserijonderzoek, a scientific institute of the Flemish government and its Own Capital located at Burgemeester Van Gansberghelaan 92/1, 9820 Merelbeke, Belgium, duly represented by the Administrator-general and chairman of the Own Capital Committee, Joris Relaes, who nominates, Kristiaan Van Laecke, head of the Plant Unit, for the execution of this agreement, (hereinafter 'ILVO')

AND

THE RECEIVING PARTY:

Central Control and Testing Institute in Agriculture (ÚKSÚP) (hereinafter "Company")

collectively referred to as the "Parties" and individually as a "Party".

PREAMBLES:

Whereas ILVO owns the material described in Annex 1 (hereinafter "Material"),

Whereas Company wants to obtain Material for research purposes as described in Annex 2 (hereinafter "Project"),

Whereas ILVO is prepared to supply Company with Material under the terms and conditions as set in this Material Transfer Agreement (hereinafter 'the Agreement'),

THERETO THE PARTIES AGREE AS FOLLOWS:

1. ILVO shall supply the Material to Company as soon as possible after the conclusion of this Agreement. ILVO will bear the expenses for the professional transportation of the Material to Company.
2. ILVO shall remain the sole owner of the Material.
3. Company shall utilize the Material only to conduct the Project. Nothing in this Agreement shall be deemed to grant Company any other right on the Material than the utilization and conservation for the aim of the Project. Ownership of results obtained during the Project will be negotiated in good faith between Company and ILVO, hereto depending upon the Parties' relative contribution to the results including the relative contribution of the Material to the creation of the results.

4. Company shall not transmit by any means whatsoever all or part of the Material to any third party without the prior and written consent of ILVO.
5. Company undertakes to limit access to the Material to its investigator and those of its employees who are under the direct supervision of its investigator and who have a need to know to execute the Project. Company undertakes to have any of its personnel involved in the Project comply with the provisions of this Agreement.
6. Company shall keep confidential any or all of the information received and relating to the Material to any other party, unless ILVO has given its prior and written consent.
7. Company will have the right to publish and disclose the results of the Project. In order to balance this with ILVO's proprietary interests, Company will submit the intended disclosure (e.g. a manuscript, abstract, patent application, poster, etc.) to ILVO for review at least thirty (30) days prior to the scheduled disclosure date. ILVO may within this 30 day period request Company, in writing, to delete any reference to the confidential information of ILVO and/or to delay the intended disclosure for a maximum of an additional ninety (90) days. Company agrees to provide appropriate acknowledgement of the source of the Material in all publications and presentations based on the use of the Material.
8. Company will use the Material in compliance with all laws and regulations both nationally and internationally.
9. The Material is experimental in nature and may have hazardous properties. The Material is provided by ILVO with no warranties, express or implied, including any warranty of merchantability, title, or fitness for a particular use. Company assumes all liability for damages and losses, which may arise from its use, storage or disposal of the Material and/or Developments. In no event shall ILVO be liable to Company for any loss, claim or demand made by ILVO or against ILVO by any other party, due to or arising from Company's use of the Material and/or Developments except when caused by the gross negligence or willful misconduct of ILVO.
10. Any Material remaining upon completion of the Project shall be returned to ILVO or be destroyed.
11. The validity, construction, and performance of this Agreement shall be governed by the laws of Belgium. In case of any disputes between the Parties, arising out of or in relation with this Agreement, the Parties undertake to seriously pursue a reasonable amicable settlement. In an amicable settlement is not possible, their conflict shall be subject to the exclusive jurisdiction of the Belgian courts to which the parties hereby submit.
12. This Material Transfer Agreement will enter into force upon the date signed by both parties. This Agreement will terminate upon termination of the Project. However, the obligations of confidentiality and non-use set forth herein shall survive the termination of this Agreement or any extension thereof for a period of five (5) years.
13. This agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof. This agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of either party, nor by any written documents unless it is signed by a duly authorized officer of both parties.

This Agreement is drawn up in two copies in Merelbeke – each party acknowledges to have received one copy.

Read and approved,

Date:

For II VO

Read and approved,

Date: 30.10.2020

For Company

 