

MATERIALS TRANSFER AGREEMENT (MTA)

The Institute of Biotechnology, Slovak University of Technology in Bratislava (hereinafter is referred to as an Institute) agrees to provide Chruszcz laboratory, Michigan State University (MSU) with certain materials (hereinafter is referred to as a Material) and know-how for the purposes stated herein under the following conditions:

1. The parties to this Agreement are

Slovak University of Technology in Bratislava

Faculty of Chemical and Food Technology STU in Bratislava

Institute of Biotechnology and Food Science

Radlinskeho 9

812 37 Bratislava

Slovakia

Identification No.: 00397 687

Tax identification No.: 2020845255

VAT number: SK 2020845255

Represented by: prof. Ing. Anton Gatial, DrSc., dean of faculty

Legal form: public higher education institution in accordance with Act No. 131/2002 Coll. On Higher Education as amended

and

Michigan State University

MSU Technologies

325 E. Grand River Ave., Suite 350

East Lansing, MI 48823

USA

2. Material will be provided by scientist (hereinafter Scientist) of the Institute:
Assoc.

Material will be used for research by researcher (hereinafter Researcher),
Michigan State University, Department of Biochemistry and Molecular Biology, 603 Wilson Rd, East Lansing, MI 48824, USA

3. Material includes TGG1 variant of Myrosinase produced by *Pichia pastoris*. This Material is considered proprietary to Institute. Institute shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.
4. Material shall be used by Researcher in enzymatic biotransformations of glucosinolates substrates, hereinafter "Research".
5. The Researcher will not distribute, release the Material and not isolate/characterize producer, gene and/or enzyme and in any way disclose Material genetical precursors to any person or entity other than laboratory personnel under Researcher direct supervision, and Researcher will ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from Institute.
6. The Researcher agrees that Institute will not be responsible for any damage whatsoever caused by the Material due to the properties of the Material.
7. Researcher will return all unused Material in one month after finishing research.

8. Researcher will inform Institute (director and/or Scientist), in confidence, of results of Research related to the Material by personal written communication or by providing Institute with a draft manuscript describing such results. Institute agrees to keep such results confidential until such time as published by Researcher. Inclusion of Scientist team as author(s) shall be considered provided they meet the criteria for authorship of the publishing journal but not less than the standard academic criteria for authorship.
9. Should there be any joint intellectual property that comes out of the research, the two institutions (Slovak University of Technology and Michigan State University) shall engage in a good faith discussion regarding filing and management of jointly owned patents.
10. The material is experimental in nature and it is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. Institute makes no representation or warranty that the use of the material will not infringe any patent or other proprietary right.
11. Except to the extent allowable by law when caused by the gross negligence or wilful misconduct of Institute, the Institute will not be liable for any use of the Material by Researcher for 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.
12. Institute shall not provide materials that are subject to any export control laws or regulations without prior written notification and the consent of the Recipient. In the case of MSU, this notification shall include MSU's Office of Export Control and Trade Sanctions at export@msu.edu. Institute will separately mark such materials, data or technology as "Export Controlled." Each party acknowledges its obligations under law and regulation with respect to export-controlled information, data and technology."
13. This MTA shall be concluded for the definite period for 3 years following the date of its entering into force.
14. This MTA shall become valid on the date of its signing by all parties and shall enter into force on the day following the day of its publication in the Central Register of Contracts. This MTA is obligatorily published under sec. 5a of Act no. 211/2000 Coll. on Free Access to Information and on Amendments to Certain Acts, as amended. The parties expressly agree to the publication of this MTA in its entirety in the Central Register of Contracts kept by the Government Office of the Slovak Republic.

Date:

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Faculty, dean

Date:

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Michigan State University
Anne C. Di Sante, CLP
Executive Director

Though not a party to this Agreement, I have read and acknowledge the obligations in this Agreement.

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Scientist

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Researcher