MATERIAL TRANSFER AGREEMENT

CFF MTA ID:

Date: July 6, 2022

Provider:
Cystic Fibrosis Foundation
4550 Montgomery Avenue
Suite 1100N
Bethesda, MD 20814

Provider Scientist: Hillary Valley

Recipient (Name and address of Academic Institution): University of Foggia, Department of Clinical and Experimental Medicine, Via L. Pinto 1, 71122 Foggia

Recipient Scientist: Dr. Onofrio Laselva

Material:
CFF-16HBEge CFTR G542X, CFF-16HBEge CFTR W1282X, CFF-16HBEge CFTR F508del (M470), CFF-16HBEge CFTR F508del/V470, CFF-16HBEge CFTR G551D, CFF-16HBEge CFTR R1162X , CFF-16HBEge CFTR Y122X, CFF-16HBEge CFTR N1303K, hBE 1 vial P1 WT; hBE 1 vial P1 F508del+/+; hBE 1 vial P2 W1282X+/+

Purpose: Testing novel therapeutical approaches with CFTR modulators and anti-infective/anti-inflammatory drugs to restore CFTR function under inflammatory airways condition.

Until research is completed

This Material Transfer Agreement ("Agreement") is by and between Cystic Fibrosis Foundation (hereinafter "CFF") and University of Foggia - Department of Clinical and Experimental Medicine and effective 6 July 2022 ("Effective Date"). Each CFF and University of Foggia- Department of Clinical and Experimental Medicine are individually a "Party" and collectively the "Parties".

Whereas, Cystic Fibrosis Foundation (hereinafter "CFF") is engaged in research relating to the Material which represents a significant investment on the part of CFF and is considered proprietary to CFF; and

Whereas, CFF agrees to provide the Material to the Recipient for the purpose of a scientific collaboration and/or internal research and evaluation purposes subject Recipient agreeing to the following conditions:

1. The above referenced Material (and any progeny, unmodified derivatives, including any Material incorporated in substances/in modifications created by Recipient) is made available as a service to the research community.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. The Material will be used for teaching or not-for-profit research purposes only.

4. Provider certifies that the samples were collected under appropriate Institutional Review Board approval (if required) and that the uses contemplated herein are consistent with the informed consent or other authorization (if required) signed by the individuals from whom the samples were obtained. Provider shall not supply any information that would allow determination of the identities of those individuals and Recipient shall not make any attempt to re-identify the individuals or to make any contact with them.

5. The Material will not be further distributed to others without the Provider's written consent. The Recipient shall refer any request for the Material to the Provider. Recipient shall own any newly created modifications that it makes and shall be able to transfer its modifications to third parties for research and educational purposes.

6. The Recipient agrees to acknowledge the source of the Material in any publications reporting use of it. Recipient further agrees that any conference material (submitted abstracts, posters, presentations), publications, or similar that are the result of research using the Material described above, shall refer to the Material accurately and appropriately, using correct nomenclature as indicated in this Agreement

7. The Recipient will inform CFF Scientist in confidence, of research results related to the Material by personal written communication. CFF and/or CFF Scientist shall be free to use such data and information for any purpose.

8. This Agreement shall terminate upon expiration of the time period set forth in the Purpose or upon completion of the Purpose, whichever is earlier. Upon termination of this Agreement, the Recipient will immediately discontinue its use of the Material and either return or destroy the Materials and all derivatives. Either party may terminate upon written notice to the other party for cause or breach which is not cured within 30 days of notification.

9. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER IS PROVIDING THE MATERIAL "AS IS" AND MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.

10. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations, including but not limited to Biosafety Level 2.

11. The Recipient agrees to return all unused Material to CFF at the completion of the Purpose.

12. Recipient agrees to give Provider Recipient's shipping account information to pay for the fees to ship the Material to Recipient's address at the Department of Clinical and Experimental Medicine, University of Foggia, Biomedical Research Center "E. Altomare", Experimental and Regenerative Medicine Laboratory, c/o Ospedali Riuniti, Via L. Pinto, 1, 71122 Foggia (Italy).

    Fedex account no. 483123728
    Invoice to: Fondazione per la Ricerca sulla Fibrosi Cistica – Onlus, P.le A. Stefani, 1 - 37126 Verona – Italy - P.IVA 03583450238 - CODICE DESTINATARIO: KPVSHHS

Ship to: Dipartimento di Medicina Clinica e Sperimentale, Università degli Studi di Foggia, Centro di Ricerche Biomediche "E. Altomare", Laboratorio di Medicina Sperimentale e Rigenerativa, c/o Ospedali Riuniti, Via L. Pinto, 1, 71122 Foggia (Italy).

13. This Agreement is not assignable or otherwise transferable, whether by operation of law or otherwise, without the prior written consent of CFF.

14. Facsimile signatures and signatures transmitted via pdf shall be treated as original signatures.

The Provider, Recipient and Recipient Scientist must sign this letter and return one signed copy to the Provider. The Provider will then send the Material.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

By: _____ Jul 7, 2022
Authorized Signature
Name: Martin Mense, Ph. D.
Title: VP of Drug Discovery, CFF Lab

Acknowledged:

Hillary Valley
_____
Provider Scientist

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

By: _____
Authorized Signature
Name: Maurizio Margaglione
Title: Head of the Department of Clinical and Experimental Medicine
University of Foggia

Acknowledged:

Onofrio Laselva
_____
Recipient Scientist

Foggia2022_1 Onofrio Laselva MTA_DEF signed unifg

Final Audit Report 2022-07-08

Created:	2022-07-06
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Status:	Signed
Transaction ID:	CBJCHBCAABAAQ2a9SrZMavn-u_bwVC0sJFLo6yw7ddp2

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