Material Transfer Agreement (MTA)

For Ready-to-Use Antibody Phage Display Library

Fusion BioLabs LLC

This Material Transfer Agreement (“Agreement”) is made between:

Fusion BioLabs LLC, a California limited liability company (“Provider”),

and

[Client Name], (“Recipient”).

Provider and Recipient are each a “Party” and collectively the “Parties.”

1. Definitions

1.1 “Material” means the Ready-to-Use Antibody Phage Display Library supplied by Provider, including all phage particles, vectors, constructs, sequences, and any associated documentation.

1.2 “Derivatives” means antibodies, antibody fragments, binding candidates, sequences, clones, or other molecules isolated, selected, or developed by Recipient using the Material, but excluding any replication, amplification, or reconstruction of the original phage library.

1.3 “Modifications” means any alteration of the Material that does not constitute a Derivative, including amplification, propagation, or expansion of the phage library.

1.4 “Confidential Information” means non-public information disclosed by Provider relating to the Material, its design, construction, or use.

2. Purpose of Transfer

Provider supplies the Material solely for Recipient’s internal research and discovery activities, including panning, selection, screening, and identification of antibody candidates.

The Material is not transferred for manufacturing, diagnostic, therapeutic, resale, or service-provider use unless separately licensed in writing.

3. Intellectual Property

3.1 Ownership of Material

The Material and all intellectual property rights therein remain the sole property of Provider.

3.2 Ownership of Derivatives

Recipient shall own all intellectual property rights in Derivatives, including antibodies, sequences, and candidates discovered or developed using the Material.

3.3 License Fee Included in Purchase Price

The purchase price of the library kit includes a fully paid-up, non-exclusive license permitting Recipient to:

- discover, develop, and commercialize Derivatives;
- file patents on Derivatives;
- sublicense Derivatives as part of downstream products or services.

No additional royalty or milestone payments are owed to Provider for Derivatives.

3.4 No Rights to the Original Library

Recipient receives no rights to:

- reproduce, amplify, propagate, or expand the Material;
- sequence the library for reconstruction;
- create a competing library;
- use the Material to generate a new library.

4. Restrictions on Use

Recipient agrees NOT to:

4.1 Amplify or Propagate the Library

Recipient shall not amplify, propagate, expand, or otherwise replicate the Material. Provider’s libraries are diversity-optimized, and amplification materially degrades diversity and performance.

4.2 Transfer to Third Parties

Recipient shall not transfer, distribute, sell, sublicense, or otherwise make the Material available to any third party, including affiliates, CROs, CDMOs, or collaborators, without Provider’s prior written consent.

4.3 Reverse Engineering

Recipient shall not sequence the library for the purpose of reconstructing or replicating the Material.

4.4 Use in Humans

Recipient shall not use the Material in humans or for clinical diagnostic purposes.

5. Permitted Use of Derivatives

Recipient may:

- develop Derivatives into research tools, diagnostics, therapeutics, or commercial products;
- file patents on Derivatives;
- sublicense Derivatives to third parties;
- transfer Derivatives (but not the Material) to collaborators or partners.

No approval from Provider is required for Derivative commercialization.

6. Confidentiality

Recipient shall maintain the confidentiality of the Material and any associated non-public information for five (5) years from the Effective Date.

7. Warranty and Disclaimer

The Material is provided “AS IS”, without warranty of merchantability, fitness for a particular purpose, or non-infringement.

Provider does not guarantee that the Material will meet Recipient’s research objectives.

8. Liability

Recipient assumes all risk associated with handling and using the Material. Provider shall not be liable for any indirect, incidental, or consequential damages.

9. Term and Termination

9.1 This Agreement becomes effective on the date of Recipient’s purchase of the Material.

9.2 Upon termination, Recipient must cease use of the Material and destroy any remaining Material, but may retain and commercialize Derivatives.

10. Governing Law

This Agreement is governed by the laws of the State of California.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the Material and supersedes all prior agreements.

Signature Blocks

Provider

Fusion BioLabs LLC

By: _____

Name: _____

Title: _____

Date: _____

Recipient

[Client Name]

By: _____

Name: _____

Title: _____

Date: _____