**MATERIAL TRANSFER AGREEMENT – INCOMING TRANSFERS**

**THIS AGREEMENT** is made **BETWEEN:**

1. **[●]**, [a company] incorporated under registered number [●]and whose registered office is at [●] (the “**Provider**”); and
2. **THE UNIVERSITY OF LEEDS**, a higher education institution incorporated by Royal Charter under number RC000658 whose registered address is at Woodhouse Lane, Leeds LS2 9JT (the “**Recipient**”),

hereinafter referred to as the “**Parties**” (and each of them being a “**Party**”).

**BACKGROUND**

1. The Recipient is conducting the Research under the direction of the Recipient Scientist and wishes to access and utilise the Material for the purpose of the Research.
2. The Provider is willing to supply the Material to the Recipient and the Recipient is willing to receive the Material in accordance with the terms and conditions contained within this agreement (the “**Agreement**”).

**TERMS AND CONDITIONS**

It is hereby agreed as follows:

1. **DEFINITIONS**
	1. In this Agreement, the following words shall have the following meanings:

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| **Confidential Information** | means any information supplied by the Provider to the Recipient in connection with this Agreement which is marked as “confidential” or otherwise indicated in writing to be confidential or proprietary in nature, or which by its nature ought reasonably to be regarded as confidential. |
| **Material** | means the material supplied by the Provider to the Recipient, described in Schedule 1 Part 1, together with any supporting information or instructions provided alongside it. For the avoidance of doubt, progeny and unmodified derivatives created by either Party shall form part of the Material. |
| **Modifications** | means any modifications to the Material created by the Recipient in carrying out the Research. |
| **Publication** | means the public disclosure or dissemination of any of the Results, whether in written, oral or electronic form including, but not limited to, in a manuscript, journal article, abstract, presentation, or slide deck (and “to Publish” and “Published” shall be interpreted accordingly). |
| **Recipient Scientist** | means [insert name of Recipient Scientist], an employee of the Recipient. |
| **Research** | means the research project more fully described in Schedule 1 Part 2. |
| **Results** | means all information, data, techniques, know-how, results, inventions, discoveries, software and materials other than progeny or unmodified derivatives (regardless of the form or medium in which they are disclosed or stored) identified, first reduced to practice or writing, or developed in the course of the Research. |

* 1. Clause, schedule and paragraph headings do not affect the interpretation of this agreement.
1. **SUPPLY AND USE OF MATERIALS**
	1. Materials are provided to the Recipient at no cost. The Recipient will pay any transfer, shipping or other associated costs in connection with the transfer of the Material under this Agreement.
	2. The Recipient will store the Material securely and in accordance with all applicable laws and regulations, and any instructions given by the Provider.
	3. The Recipient will procure that the Material is used solely for the Research under the direct supervision of the Recipient Scientist in the Recipient Scientist’s laboratory. In particular, the Material will not be used on human subjects or for any clinical or diagnostic purposes.
	4. The Recipient will not transfer the Material to any third party, or permit its use for any purpose other than the Research without the prior written consent of the Provider. The Material may not be used by the Recipient in research which is subject to the provision of any rights in the Material to a commercial third party without prior written consent of the Provider. The Recipient Institution will not reverse engineer or attempt to identify the structure, composition or properties of the Material for any purpose whatsoever.
	5. The Provider confirms that the Material does not constitute “**Relevant Material**” as defined in the Human Tissue Act 2004 or the Human Tissue (Scotland) Act 2006.
	6. The Recipient will use reasonable endeavours to maintain the confidentiality of any Confidential Information which it receives from the Provider in connection with the supply of the Material, and will not disclose such Confidential Information to any third party either during the term of this Agreement or for a period of 5 years from the expiry or termination of this Agreement. The confidentiality obligations in this clause shall not apply to information which:-
		1. has become public knowledge otherwise than by breach of this Agreement;
		2. was already known to the Recipient prior to the Recipient prior to disclosure by the Provider or was independently developed by the Recipient, as evidenced by written records;
		3. was disclosed to the Recipient by a third party who was not under any obligation of confidence to the Provider; or
		4. is required to be disclosed by law, by requirement of a regulatory body, or by court order (provided that, where disclosure for these reasons is required, the Recipient will notify the Provider of the same promptly where legally able).
2. **INTELLECTUAL PROPERTY AND PUBLICATION**
	1. The Provider retains ownership of the Material. Nothing in this Agreement shall prevent or restrict the Provider from being able to use the Material for any purpose, nor from providing the Material to third parties for any purpose. No rights in respect of the Materials are granted other than those set out in this Agreement.
	2. The Recipient will own all Results and Modifications created in carrying out the Research (except that the Provider retains ownership of any Material included in such Modifications). The Recipient will if reasonably requested supply a copy of all Results to the Provider promptly after conclusion of the Research. The Recipient grants the Provider a non-exclusive, irrevocable, perpetual right to use the Results in further research and teaching (but not for any direct commercial purpose).
	3. The Recipient may license and distribute Modifications to charitable and non-profit research organisations for research and teaching purposes on terms no less protective of the Provider’s rights than this Agreement. The Recipient shall not make any commercial use of the Materials or any Modifications without the prior written consent of the Provider. Consent shall not be unreasonably withheld or delayed, but may be subject to the negotiation of an appropriate licence or revenue sharing agreement on fair and reasonable terms. For the avoidance of doubt, the Recipient may use the Results for academic and non-commercial research purposes, including in research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to the Results.
	4. The Recipient may Publish the Results. The Recipient shall procure that any such Publication acknowledges the Provider as the source of the Material and, where applicable, the support of any third-party funder in generating the Material and shall, where requested by the Provider, supply a copy of the Publication promptly after it has been Published. The Recipient shall not Publish any Confidential Information of the Provider.
3. **WARRANTIES AND LIABILITY**
	1. The Recipient acknowledges that the Material is experimental in nature and may have hazardous properties. The Provider makes no representation or warranties of any kind, either express or implied including but not limited to 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.
	2. Except to the extent prohibited by law, the Recipient assumes all direct liability for damages which may arise from its receipt, use, storage or disposal of the Material. The Provider will not be liable to the Recipient for any use made of the Material, including any loss, claim or demand made by the Recipient or made against the Recipient by a third party, due to or arising from the use, storage or disposal of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the Provider.
	3. The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business, or profit, or to any indirect or consequential damages or losses. Notwithstanding the foregoing, nothing in this Agreement shall limit or exclude either Party’s liability for death or personal injury arising from that Party’s negligence, or for fraud, or for any other type of liability which, by law, cannot be limited or excluded.
4. **GENERAL**
	1. This Agreement will be effective from the date of last signature and shall continue in force until the conclusion of the research. The term of this Agreement may be extended by the mutual written agreement of both Parties.
	2. The Provider may terminate this Agreement if the Recipient is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient has failed to remedy the same within 28 calendar days of service of a written notice from the Provider specifying the breach and requiring it to be remedied.
	3. Upon termination or expiry of this Agreement, the Recipient will cease all use of the Material and, in accordance with the instructions of the Provider, either return or destroy the Material and any Confidential Information (save that the Recipient may retain 1 copy of any Confidential Information solely for audit purposes and in order to identify its obligations under this Agreement). The Material may only be retained with the express written consent of the Provider.
	4. The Parties will procure that in carrying out their obligations under this Agreement, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by a Party will not be sufficient justification for another Party to not comply with its obligations under this Agreement.
	5. The rights and obligations of the Parties are personal and may not be assigned to any other Party.
	6. A person who is not a party to this Agreement will not have any rights under or in connection with it.
	7. This Agreement constitutes the entire agreement between the parties in respect of its subject matter and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.
	8. This Agreement will be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.
	9. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

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| **SIGNED** for and on behalf of **[PROVIDER]**  | **SIGNED** for and on behalf of **THE UNIVERSITY OF LEEDS** |
| Signature:  | ......................................................... | Signature:  | ......................................................... |
| Name:  | ......................................................... | Name:  | ......................................................... |
| Title: | ......................................................... | Title: | ......................................................... |
| Date:  | ......................................................... | Date:  | ......................................................... |

Schedule 1

Part 1 – The Material

[Insert description of the Materials.]

Part 2 – The Research

[Insert description of the Research to be carried out using the Materials.]