MATERIAL TRANSFER AGREEMENT

### between

### THE UNIVERSITY OF LEEDS

### and

### [INSERT FULL LEGAL NAME OF RECIPIENT INSTITUTION]

# MATERIAL TRANSFER AGREEMENT

between

**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 “Provider Institution”)

and

[Insert full name of recipient institution], a charitable body registered in [insert jurisdiction of registration] under registration number [insert charitable or royal charter number], incorporated under [insert Act or Charter of Incorporation] and having its main administrative offices at [insert full legal address of recipient institution] (“Recipient Institution”)

hereinafter referred to as “the Parties” and each of them being “a Party”

## BACKGROUND

1. The Recipient Institution is conducting a research project entitled “[insert title of research project]” as described in more detail at Schedule 1 (“the Research”) under the direction of [insert name of Principal Investigator] (“the Recipient Scientist”) and wishes to access and utilise [insert description of materials] as more particularly described at Schedule 2 (the “Material”) for the purpose of the Research.
2. The Provider Institution is willing to supply the Material to the Recipient Institution 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:

# In this Agreement, the term “Material” shall be deemed to include any supporting information or instructions supplied and any progeny and unmodified derivatives created by either Party to the Agreement. Except to the extent that Material is incorporated therein, the Materialshall not include: (a) modifications to the Material created by the Recipient Institution within the scope of the Research (“Modifications”), or (b) other substances created by the Recipient Institutionthrough the use of the Materialwhich are not Modifications, progeny, or unmodified derivatives.

# The Recipient Institution shall procure that the Material (a) is used solely for the Research under the direct supervision of the Recipient Scientist in the Recipient Scientist’s laboratory (b) will not be used on human subjects or for any clinical or diagnostic purposes. The Recipient Institution will not transfer the Material to any other body, or permit its use within the Recipient Institution for any other purpose without the prior written consent of the Provider Institution. The Material may not be used by the Recipient Institution 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 Institution. The Recipient Institution will not (a) reverse engineer, or (b) attempt to identify the structure, composition or properties of, the Material for any purpose whatsoever. The Recipient Institution will store the Material in accordance with all applicable laws and regulations.

# The Recipient Institution acknowledges that the Material is experimental in nature and may have hazardous properties. The Provider Institution 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.

# The Provider Institution confirms that the Material does not constitute “Relevant Material” as defined in the Human Tissue Act 2004 or “tissue” as defined in the Human Tissue (Scotland) Act 2006.

# Except to the extent prohibited by law, the Recipient Institution assumes all direct liability for damages which may arise from its receipt, use, storage or disposal of the Material. The Provider Institution will not be liable to the Recipient Institution for any use made of the Material, including any loss, claim or demand made by the Recipient Institution or made against the Recipient Institution by a third party, due to or arising from the use, storage or disposal of the Material by the Recipient Institution, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the Provider Institution.

# Nothing in this Agreement limits or excludes either party’s liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

# 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.

# The Material is provided and the Research is undertaken in pursuit of the primary charitable objectives of the Parties; that is the advancement of education through research and teaching. The Provider Institution acknowledges that the results of the Research shall belong to the Recipient Institution (except that the Provider Institution retains ownership rights to any Material included therein), and that the Recipient Institution may seek to publish the results of the Research. The Recipient Institution shall procure that in relation to any publication reporting on the use of the Material, the Recipient Scientist acknowledges the Provider Institution as the source of the Material within it and, where the Provider Institution requests, provides a copy of such publication to the Provider Institution thirty days in advance of submission for publication. The Provider Institution agrees not to disclose any results contained in such advance copy to any third party until published by the Recipient Institution. The Recipient Institution shall not publish any confidential or proprietary information belonging to the Provider Institution without its prior written consent, including such information contained within the Material provided. Confidential and proprietary information shall be deemed to include information which was described as such at the point of disclosure and/or was marked as either “confidential” or “proprietary”. The confidentiality obligations in this clause shall not apply where the confidential or proprietary information:

1. has become public knowledge, other than through an unauthorised disclosure by the Recipient Institution;
2. was already known to the Recipient Institution, prior to disclosure by the Provider Institution;
3. was disclosed to the Recipient Institution or the Recipient Scientist by a third party, whom to the Recipient Institution’s knowledge, was not under any obligation of confidence to the Provider Institution;
4. was released from confidential status by written authorisation of the Provider Institution; or
5. is required to be disclosed by law or by requirement of a regulatory body or court order.
6. The Provider Institution shall retain ownership of the Material and except as expressly provided, nothing in this Agreement grants the Recipient Institution any rights over the Material or under any patents, nor any right to use, or permit the use of, any products or processes containing the Material for any profit-making or commercial purposes (“Commercial Use”). Should the Recipient Institution wish to make Commercial Use of the Material and should the Provider Institution be willing and able to grant a licence for such purposes, the Parties shall negotiate in good faith to agree an appropriate licence or revenue sharing agreement on fair and reasonable terms. On the same terms as this Agreement, or on terms at least as protective of the Provider Institution’s rights, the Recipient Institution may licence and distribute Modifications to charitable and non-profit research organizations for research and teaching purposes only.
7. Nothing in this Agreement shall prevent or impede the Provider Institution from being able to use the Material for any purpose, including but not limited to distribution and licensing of the Material to third parties, whether public, private or third sector, for any purpose.
8. The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party which consent shall not be unreasonably withheld; provided that it shall be a requirement in all cases of assignation that the assignee undertakes to perform all outstanding obligations of the assignor as though the assignee had been an original party hereto.
9. This Agreement shall be effective from [insert date] and shall continue in force until [insert date]. The term of this Agreement may be extended by the mutual written agreement of both Parties signed by their authorised signatories.
10. The Provider Institution may terminate this Agreement if the Recipient Institution is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient Institution has failed to remedy the same within twenty eight calendar days of service of a written notice from the Provider Institution specifying the breach and requiring it to be remedied.
11. Upon termination or expiry of this Agreement, the Recipient Institution shall cease all use of the Material and, in accordance with the instructions of the Provider Institution, either return or destroy the Material. The Material may only be retained with the express written consent of the Provider Institution.
12. Materials are provided at no cost but the Recipient Institution agrees to pay any transfer, shipping or other associated costs in connection with the transfer of the Material under this Agreement.
13. The Parties shall 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 shall not be sufficient justification for another Party not to comply with its obligations under this Agreement.

# A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## Notices

## The Provider Institution’s representative for the purpose of receiving notices shall until further notice be:

## Director of Commercialisation The University of LeedsResearch and Innovation Service

## NexusDiscovery WayLeeds, LS2 3AAcommercialisation@leeds.ac.uk

with a copy to

[insert details]

## The Recipient Institution’s representative for the purpose of receiving notices shall until further notice be:

## [insert details]

## with a copy to:

## [insert details]

## Entire Agreement

## 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.

# This Agreement shall 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.

# This Agreement may be executed in one (1) or more counterparts, each of which shall 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 shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

|  |  |  |
| --- | --- | --- |
| for and on behalf of **THE UNIVERSITY OF LEEDS** |  | for and on behalf of [insert full name of Recipient Institution] |
| Signed: |  |  | Signed: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Dated: |  |  | Dated: |  |

Schedule 1

**The Research**

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

Schedule 2

**The Material**

[Insert description of the Materials.]