MATERIAL TRANSFER AGREEMENT

1. (Babraham Scientist) for **The Babraham Institute** (**“BI”**) has collected and/or developed the materials known as …… (the **"Materials"**).
2. …… (the **“Recipient”**) is an employee of …... (the **“Institution”**), the address of which is …… and wishes to acquire a sample of the Materials for academic research relating to …... (the **“Research Programme”**).

**BI** agrees to make a sample of the Materials available to the **Recipient** on the Terms and Conditions shown overleaf, and the Recipient and the Institution agree to comply with those Terms and Conditions.

AGREED by the parties through their authorised signatories:-

**By the Recipient**:-

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:-**

(Please insert full name of Institution)

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of THE BABRAHAM INSTITUTE:-**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STANDARD TERMS AND CONDITIONS FOR RELEASE OF MATERIAL**

1. The Recipient and the Institution shall keep the Materials secure at the Recipient's laboratory and ensure that no one other than the Recipient and authorised co-workers have access to them. In this Agreement "the Materials" shall include any and all materials, documents and information that **BI** may provide to the Recipient under or in connection with this Agreement, and any portions, fragments, secreted products, expression products or progeny of the materials.
2. The Recipient and the Institution shall use the Materials only for the Research Programme and not for any commercial purpose or commercially sponsored research without the prior written consent of **BI**. The Recipient and the Institution shall ensure that the Materials are not used in human subjects or in clinical trials involving human subjects.
3. The Recipient shall at all times: keep the Confidential Information secret; only disclose the Confidential Information to any employee of the Recipient who is necessarily engaged in the Purpose and the Recipient shall ensure that such employee keeps the Confidential Information secret; use the Confidential Information only for the Research Programme; and not copy the Confidential Information without the prior written consent of the **BI**.
4. The Recipient acknowledges that the Confidential Information, and the media and tangible property recording it, is the absolute property of the **BI**. The Recipient shall, on request by the BI at any time, return to the **BI** the Confidential Information including any copies, notes, drawings or recordings made of the Confidential Information (or, where applicable and if the **BI** so requests, the Recipient shall destroy or erase the same).
5. The Recipient’s obligations under this Agreement shall not extend to Confidential Information which the Recipient can prove to the **BI’s** reasonable satisfaction: has ceased to be secret without default on the Recipient’s part; was already in the Recipient’s possession prior to disclosure by the **BI**; or has been received from a third party who did not acquire it in confidence or by fraudulent or otherwise illegal means.
6. The Recipient shall acknowledge **BI** as the source of the Materials in any publication that mentions them. The Recipient shall send **BI** a copy of any reports or publications that describe work carried out using the Materials.
7. The Materials shall remain the property of **BI** and shall be returned on request.
8. BI retains ownership of, and the terms of this Agreement apply to, the original Material contained in derivatives, modifications or improvements created by the Recipient.
9. Neither the recipient nor the Institution shall transfer the Material, to any third party without prior written consent of **BI**.
10. No licence under any **BI** intellectual property is granted or implied by this Agreement to the Recipient, the Institution or any third party.
11. No commercial exploitation of the Material by the Recipient, the Institution or a third party can occur without the consent of **BI**.
12. The Recipient and the Institution shall use the Materials in accordance with good academic laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping or use of the Materials.
13. The Recipient and Institution will be responsible for health and safety of personnel involved and for all other regulatory and legal requirements relating to work on the Materials in the Recipient’s Laboratory.
14. The Recipient shall reimburse **BI** for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Recipient.
15. The Materials are experimental in nature and **BI** makes no representation and gives no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, **BI** gives no warranty: -
16. that it owns all necessary property and other rights in the Materials and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party; or
17. that the Materials are of satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, whether for the presence of pathogens or otherwise, or are viable, uncontaminated, safe, non-hazardous or non-toxic.
18. **BI** shall have no liability to the Recipient or the Institution, whether in contract, tort or otherwise, in relation to the supply of the Materials to the Recipient or their use or keeping by the Recipient or by any other person, or the consequences of their use, to the maximum extent permitted under applicable law.
19. **BI** does not exclude its liability (if any) for: a) personal injury or death resulting from BI’s negligence, b) any matter which it would be illegal for the **BI** to exclude or to attempt to exclude its liability, or c) for fraud.
20. The Institution shall indemnify and hold harmless the Indemnified Parties from and against all Claims and Losses arising from such supply, use or keeping, including without limitation Claims and Losses howsoever arising.
21. For the purposes of this Agreement:
22. "Indemnified Parties" shall mean **BI** and its directors, officers, employees, representatives, and associated undertakings;
23. "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and
24. "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
25. “Confidential Information” means all information of a confidential or proprietary nature (including information imparted orally) relating to the Material, BI’s products, processes, potential or actual customers, suppliers, business or employees revealed to or learnt by the Recipient at any time from BI for the purposes of this Agreement.
26. The Institution agrees to be bound by this Agreement in consideration of **BI** making the Materials available to the Recipient at its request and as such the Institution shall be liable under the Agreement.
27. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
28. English law shall apply to this Agreement and the English courts shall have exclusive jurisdiction.