

**Mouse (i.e. transgenic, “knock-out”) - Material Transfer Agreement (“MTA”) Instructions**

**DO NOT TRANSFER MICE UNTIL** the MTA has been signed by UHN and the Recipient Institution/Recipient Scientist.

1. Complete the fields indicated by **bold instructions** in the attached template MTA – in particular:
	* Date
	* Recipient Institution name, jurisdiction & address
	* Recipient Scientist name
	* Particulars of “Permitted Use”
	* Description of mice to be transferred (i.e. “Transferred Mice”)
	* UHN Transferring Scientist(s) name
	* Recipient notification information
	* Authorised signatory Name & title
	* Recipient Scientist(s) details
2. Once reviewed and signed by the Recipient Institution and the Recipient Scientist – please email the partially signed MTA to the attention of Cheryl Szombati at cszombat@uhnresearch.ca. Once the MTA is fully signed by UHN, a pdf version will be emailed to the recipient institution, the recipient scientist and the UHN transferring scientist so that the transfer of materials can be completed.
3. If you require originals to be signed, please forward 2 originals to the address below. One original of the fully signed MTA will be returned to the Recipient Institution while the second original will be retained by UHN for their records. A copy of the fully executed MTA will be e-mailed to the UHN Transferring Scientist at which time s/he can release the Material.

Cheryl Szombati

University Health Network

Technology Development & Commercialization

101 College Street – Suite 15

Heritage Building – MaRS Centre

Toronto, Ontario M5G 1L7 Canada

T: 416-581-7400 F: 416-977-4765

PLEASE NOTE:

UHN’s TDC office receives a tremendous number of requests for materials and has limited resources available to address them. Any suggested changes to the proposed terms of transfer will cause a substantial delay in the processing of your request.

****

**Toronto General Hospital • Toronto Western Hospital • Princess Margaret Hospital • Toronto Rehabilitation Institute**

MATERIAL TRANSFER AGREEMENT

(For Transfers of Mice)

This Material Transfer Agreement (“**Agreement**”) is made as of **[Insert Date]** and is between the following parties:

**University Health Network**

An Ontario not-for-profit corporation incorporated under the *University Health Network Act, 1997*, having a business office at 101 College Street, Suite 150, Heritage Building, MaRS Centre, Toronto, Ontario M5G 1L7 Canada

(“**UHN**”)

AND

**[Insert Institution Name]**

**[Insert Institution Principal Address]**

 (“**Recipient Institution**”)

AND

**[Insert Receiving Scientist]**

 (“**Recipient Scientist**”)

(As used in this Agreement, “**Recipient**” shall mean both Recipient Scientist and Recipient Institution collectively.)

**WHEREAS** the Recipient desires to obtain the Transferred Mice from UHN for the Permitted Use (as these terms are defined below) and UHN is willing to allow the transfer of such Transferred Mice to the Recipient in accordance with the terms and conditions of this Agreement.

**IN CONSIDERATION** of the mutual covenants made in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**1. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

1. “**Commercial Use**” means (i) the sale, lease or other transfer of the Transferred Mice to a for-profit organization, or (ii) use of the Transferred Mice by any organization, including the Recipient, to perform contract research, to screen compound libraries (other than as may be a Permitted Use) or to produce or manufacture products for general sale, or (iii) to conduct research activities that result in any sale, lease, license or transfer of the Transferred Mice to a for-profit organization, or (iv) any activity which commercially exploits the Transferred Mice. Industry-sponsored academic research shall not be considered a Commercial Use of the Transferred Mice unless one or more of the above conditions of this definition are also met.
2. “**Modified Derivative(s)**” means any substance created by Recipient which contains or incorporates (in whole or in part), or otherwise originates from or is a modified derivative of, the Transferred Mice or Unmodified Derivatives (e.g. offspring from the cross-breeding of Transferred Mice; transgenic mice strains incorporating Unmodified Derivatives);
3. “**Transferred Mice**” means the **[Insert Description]** and all Progeny, *and further includes* any accompanying and/or related proprietary know-how, data or information that is transferred by UHN to the Recipient;
4. “**Permitted Use**” means **[Insert Description];**
5. “**Progeny**” means any purebred descendant(s) of the Transferred Mice, however derived;
6. “**Transferring Scientist(s)**”: means **[Insert UHN Scientist Name]** ; and
7. “**Unmodified Derivative(s)**” means any substance created by the RECIPIENT which constitutes an unmodified functional subunit or product expressed by, or isolated from, the Transferred Mice.
8. **USE OF TRANSFERRED MICE/UNMODIFIED DERIVATIVE(S).**

**2.1 Permitted Use.** The Recipient agrees to use the Transferred Mice, Unmodified Derivative(s) and Modified Derivative(s) solely for the Permitted Use by the Recipient Scientist (and others working under his/her supervision in the Recipient Scientist’s laboratory) and in accordance with all terms and conditions contained in this Agreement. **UNLESS AN OTHERWISE EXPLICIT “PERMITTED USE”, THE TRANSFERRED MICE, UNMODIFIED DERIVATIVE(S)** **AND MODIFIED DERIVATIVE(S)** **MAY NOT BE USED FOR PURPOSES OF DIAGNOSTIC OR ANY OTHER TESTING.**

**2.2 Prohibited Uses.** For purposes of certainty and clarity, and other than as encompassed by the Permitted Use, the Recipient shall not engage in (i) any Commercial Use of the Transferred Mice and Unmodified Derivative(s), (ii) any research utilizing the Transferred Mice or Unmodified Derivative(s) that is subject to consulting or licensing obligations to any third party, (iii) as appropriate, any attempts (whether directly or indirectly) to reverse engineer the Transferred Mice or Unmodified Derivative(s), (iv) any cross-breeding or further genetic modifications of the Transferred Mice, or (v) otherwise any other research utilizing the Transferred Mice or Unmodified Derivative(s), without the express written permission of, and an appropriate license from, UHN. However, UHN shall be under no obligation to grant any such permission or execute any such license.

**2.3 Transfer.** Neither the Recipient, nor any other person authorized to use the Transferred Mice or Unmodified Derivative(s) under this Agreement shall make available the Transferred Mice or Unmodified Derivative(s) to any person or entity other than laboratory personnel or contractors under the immediate and direct control of the Recipient Scientist. No person authorized to use the Transferred Mice or Unmodified Derivative(s) shall be allowed to take, send or otherwise provide the Transferred Mice and Unmodified Derivative(s) to any location other than the Recipient Scientist's laboratory without UHN's prior written consent.

1. **LEGAL TITLE TO TRANFERRED MATERIALS.** Legal title to the Transferred Mice and Unmodified Derivatives shall be unaffected by this Agreement, or by the transfer of any Transferred Mice and Unmodified Derivative(s) hereunder. As between UHN and the Recipient, UHN shall be the sole owner of all rights and title to and/or in the Transferred Mice and Unmodified Derivatives.
2. **NON-EXCLUSIVE LICENSE.** The transfer of the Transferred Mice constitutes a limited non-exclusive license to use the Transferred Mice and Unmodified Derivative(s) solely for the Permitted Use. The transfer of the Transferred Mice does not grant to the Recipient any additional rights in the Transferred Mice and Unmodified Derivative(s) other than as specifically set forth in this Agreement.
3. **RETURN / DESTRUCTION OF TRANSFERRED MICE & UNMODIFIED DERIVATIVE(S)**. Upon the expiration or earlier termination of this Agreement, the Recipient shall destroy or return to UHN (at UHN’s direction) all Transferred Mice and Unmodified Derivative(s).
4. **FURTHER RECIPIENT COVENANTS.** The Recipient covenants that it will use the Transferred Mice and any Unmodified Derivative(s) in compliance with all applicable laws, governmental regulations and guidelines, including, without limitation, any laws, regulations or guidelines applicable to animal research, including without limitation, the care, welfare, handling, breeding, housing, transfer and disposal of the Transferred Mice and Unmodified Derivative(s).
5. **PUBLICATIONS.** The Recipient agrees to furnish UHN with a preprint publication or an advance copy of any other disclosure encompassing research findings and results arising from the use of the Transferred Mice and Unmodified Derivatives. The Recipient agrees that any confidential information of UHN and/or Transferring Scientist(s) will be removed from any such disclosure/publication. The Recipient shall acknowledge UHN and Transferring Scientist(s) as the source of the Transferred Mice and Unmodified Derivative(s) in any such publication or disclosure.
6. **NEW INTELLECTUAL PROPERTY.** Recipient shall promptly inform UHN of the creation of any intellectual property arising from any use of the Transferred Mice and Unmodified Derivative(s). Recipient grants a non-exclusive, royalty and cost free, perpetual license to UHN to use any such intellectual property for teaching and/or academic research purposes only.
7. **DISCLAIMER. Any Transferred Mice delivered pursuant to this Agreement are understood to be experimental in nature and** **are provided “as is”. the Recipient understands and acknowledges that the Transferred Mice and Unmodified Derivative(s) may contain one or more infectious agents and may have additional unknown and hazardous properties. The Recipient shall use Transferred Mice and any Unmodified Derivatives with prudence and appropriate caution and safeguards since not all of their characteristics are known. UHN makes no representations and extends no warranties of any kind, either expressed or implied, whatsoever in respect of the Transferred Mice and any Unmodified Derivatives. There are no express or implied warranties in respect of the Transferred Mice and any Unmodified Derivatives, or that the use of the Transferred Mice and any Unmodified Derivatives will not infringe any patent or other proprietary rights of UHN or any third party.**
8. **WAIVER AND INDEMINIFICATION. To the full extent permitted by the laws of the province or state and country by which the Recipient is governed, the Recipient assumes all liability for damages which may arise from the Recipient’s acceptance, use, handling, care, housing and disposal of the Transferred Mice and Unmodified Derivative(s), and in respect of all matters associated with Recipient's use of research results arising from use of Transferred Mice and Unmodified Derivative(s). UHN will not be liable to the Recipient for any loss, claim or demand made by the Recipient or any other party, or made against the Recipient by any other party, due to or arising from any acceptance, use, handling, care, housing and disposal of Transferred Mice and Unmodified Derivative(s) by the Recipient, or in any matter associated with Recipient’s use of research results arising from use of Transferred Mice and Unmodified Derivative(s), except to the extent permitted by law when caused by the gross negligence or wilful misconduct of UHN. the Recipient agrees to indemnify, defend and hold harmless UHN and corporate affiliates of UHN and their respective Boards of Governors, trustees, directors, officers, employees, staff, representatives and agents against all liability, damages, expenses (including without limitation legal expenses), claims, demands, judgements, awards or other losses based upon or arising from the Recipient's acceptance, use, handling, storage and/or disposal of the Transferred Mice and Unmodified Derivative(s), and in respect of all matters associated with Recipient's use of research results arising from use of Transferred Mice and Unmodified Derivative(s), except to the extent permitted by law when caused by the gross negligence or wilful misconduct of UHN.**
9. **TERM AND TERMINATION.** This Agreement shall expire at the conclusion of the performance of the activities conducted pursuant to the Permitted Use. This Agreement may be earlier terminated by either party upon fourteen (14) days’ notice to the other party, or immediately upon notice from UHN in the event that Recipient is in material breach of this Agreement. Upon the expiration or earlier termination of the Agreement, the Recipient’s rights to use the Transferred Mice and Unmodified Derivative(s) shall end.
10. **GENERAL.**

**12.1** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, and each party consents to the non-exclusive jurisdiction of the courts of Ontario and all courts competent to hear appeals therefrom.

**12.2** This Agreement is not alterable or assignable without the prior written consent of UHN.

**12.3** Articles 1 through 12 in their entirety shall survive expiration or the earlier termination of this Agreement until such time as the parties agree to the release of the obligations (in whole or in part) contained therein.

**12.4** This Agreement represents the entire agreement between the parties with regard to the Transferred Mice and Unmodified Derivative(s) and supersedes any previous understandings, commitments or agreements, whether written or oral. If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.

**12.5** All notices given under this Agreement must be in writing and delivered by courier or registered mail, return receipt requested, or facsimile, to the following:

 for UHN:

Director, Technology Development & Commercialization

University Health Network

101 College Street – Suite 150

Heritage Building – MaRS Centre

Toronto, Ontario M5G 1L7 Canada

Facsimile: 416-977-4765

Email: tdc@uhnresearch.ca

 For Recipient: **[INSERT DETAILS]**

.

|  |
| --- |
| The parties are signing this Agreement so as to be effective as of the date stated in the introductory clause. |
| **University Health Network**Authorised Official: **Brian H. Barber, PhD**Title: **Director, Technology Development & Commercialization**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_ | Recipient Institution Authorised Official:Title:Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ACKNOWLEDGMENT**I have read and understood this Agreement and agree to be bound by the terms and conditions herein. RECIPIENT SCIENTISTName: Title: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone: Fax: E-mail: Shipping Address: Courier Company & Account #:  |