

Material Transfer Agreement



Please see appendix 1 for the name and catalogue numbers of the cell lines which require this agreement and the Standard Terms and Conditions for Release of Materials.

Section 1	
The material supplied under this agreement by Professor Mary Collins of UNIVERSITY COLLEGE LONDON ("UCL"), is owned by OXFORD BIOMEDICA UK LTD ("OXB"), Medawar Centre, Robert Robinson Avenue, The Oxford Science Park, Oxford, OX4 4GA, and is known as	
Cell Line Name:	Catalogue Number:
and includes any constructs, strains, derivatives, obtained from or as a result of the use of the materials (the "Materials")	
Section 2	
Insert name of Scientist:	
(the "Recipient") who is an employee of	
Insert name of Scientist's Institution:	
(the "Institution") the address of which is	
Insert address of Scientist's Institution:	
and wishes to acquire a sample of the Materials for academic research relating to:	
Insert description of academic research for which Material are to be used for:	
(the "Research Programme")	
Section 3	
Quantity of Materials to be supplied and period for which they are to be provided for:	OXB and UCL is willing to provide a sample of 1,000,000 cells or 1 microG DNA of the Materials for a period of 2 years ("The Term") on the Terms and Conditions shown in appendix 1, and the Recipient and the Institution agree to comply with those Terms and Conditions

AGREED by the parties through their authorized signatories:

For and on behalf of University College London	Read and understood by the Recipient	Accepted for and on behalf of Institution
Signed:	Signed:	Signed:
Print name: Professor MKL Collins	Print name:	Print name:
Title: Head of Department	Title:	Title:
Date:	Date:	Date:

Culture Collections contact details for the return of this agreement	
Email:	culturecollections@phe.gov.uk
Fax:	+44 (0) 1980 611315
Post:	Culture Collections, Public Health England, Porton Down, Salisbury, Wiltshire, SP4 0JG, UK

Internal use only – Depositor contact details			
Royal Free and University College Medical School, University College London Windeyer Institute of Medical Sciences, Department of Immunology & Molecular Pathology Windeyer Building, 46 Cleveland Street, London W1T 4JF			
Main Tel:	020 7679 9301	Direct Tel:	
Fax:	020 7679 9301	Email:	mary.collins@ucl.ac.uk

Appendix 1

Cell Line Name	Catalogue Number
HT-STAR-A	04072123
HT-STAR	04072122
293TGPRT+R1	04072121
293TGPRT+R1-A	04072120
STAR	04072119
STAR-A	04072118
STAR-Rdpro	04072117
STAR-G+	04072116
STAR-A-HV#2	04072115
STAR-RDpro-HV#1	04072114
STAR-G+-HV#2	04072113

Standard Terms and Conditions for Release of Materials

- 1 The Recipient 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 UCL may provide to the Recipient under or in connection with this Agreement, and any derivatives, portions, progeny or improvements.
- 2 The Recipient shall use the Materials only for the Research Programme and not for any commercial purpose or commercially-sponsored research, even if those purposes are being pursued in the Recipient's laboratory, without the prior written consent of OXB. The material shall not be administered to humans, companion animals or farm animals.
- 3 The Recipient shall not supply the Materials to any other party.
- 4 The Term may be extended with the written agreement of UCL. Permission to extend the term of this Agreement must be sought by the Recipient three (3) months before the expiry of the Term.
- 5 The Recipient shall acknowledge UCL as the source of the Materials in any publication which mentions them. The Recipient shall send UCL in confidence, any proposed publication or other public disclosure that describes work carried out and any results obtained hereunder using the Materials, no less than thirty (30) days prior to submission for publication. UCL and OXB shall have thirty (30) days in which to review such proposed publication and request that Recipient (i) remove UCL and OXB's confidential information from such publication; or (ii) request that Recipient delay publication for up to an additional sixty (60) days to allow UCL and OXB to obtain patent protection on its confidential information.
- 6 The Materials shall remain the property of OXB and shall be immediately returned to UCL (i) on termination of this Agreement, or (ii) in the event that the Recipient or Institution is in breach of any of the conditions of this Agreement, and (iii) at any other time on request of UCL. If UCL so dictates the Material should be destroyed under the circumstances that might arise under this Clause 6.
- 7 The Materials shall at all times remain the property of OXB and will not be removed from the Recipient's address. Except as specifically provided hereunder, no other licence under any OXB intellectual property is granted or implied by this Agreement.
- 8 In the event that the Recipient makes or observes any new discovery, improvement or invention ("Invention") relating to the Materials or as a direct result of the Research Programme then the Recipient or Institution will bring this to the attention of OXB in confidence. Recipient or Institution shall not obtain or seek to obtain patent protection on the Materials. All proprietary and intellectual property rights of whatever nature, including but not limited to patent rights, in and to the Materials shall be and remain the exclusive property of OXB. Institution hereby grants

OXB a non-exclusive license to make and use any Invention solely for its internal research purposes. For Inventions made under this Agreement that constitute improvements or new uses of the Materials, Institution hereby grants OXB a perpetual, fully paid-up, non-exclusive license to use such Inventions for any purpose, including the right to sublicense. OXB will be solely responsible for licensing to third parties any such inventions subject to Institution's prior written consent. The sharing of any income received by OXB from such third party licenses shall be set forth in a separate agreement on terms to be negotiated in good faith by OXB and Institution. For inventions made under the Agreement that do not incorporate Materials or do not constitute a new use for the Materials, Institution grants to OXB an exclusive option to obtain an exclusive, royalty-bearing, sublicensable, worldwide license.

- 9 The Recipient shall use the Materials in accordance with good 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.
- 10 The Materials are supplied without cost but the Recipient shall reimburse UCL for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Recipient.
- 11 The Materials are experimental in nature and neither OXB nor UCL make any representation and give no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, OXB and UCL give no warranty:- (i) that use of the Materials will not infringe any patent, copyright, trade mark or other right owned by any third party; or (ii) that the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe, or non-toxic.
- 12 Neither OXB nor UCL shall have any liability to 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. 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 arising from:- (i) injury to the Institution's employees and third parties; (ii) infringement of third party intellectual property rights; and (iii) use of the Materials within or outside the scope of this Agreement, except when caused by the gross negligence or wilful misconduct of OXB or UCL.
- 13 For the purposes of this Agreement:- (i) "Indemnified Parties" shall mean OXB and UCL and their directors, officers, employees, representatives and associated undertakings; (ii) "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and (iii) "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 14 The Recipient and Institution agrees to be bound by this Agreement in consideration of UCL making the Materials available to the Recipient.
- 15 English law shall apply to this Agreement, and the English courts shall have exclusive jurisdiction.