

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (“**Agreement**”), is by and between

The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin, with a principal address at College Green, Dublin 2, Ireland (“**Trinity**”);

AND

[**FULL LEGAL NAME**], having its registered office at [**FULL LEGAL ADDRESS**] (“**Recipient**”);

individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

Trinity acting through Prof./Dr. [●] of the School of [●] (“**Trinity Scientist**”) has agreed to make available certain material outlined in Appendix I (“**Material**”) to Prof./Dr. [●] or any personnel directly under his/her supervision, of the Dept./School of [●] (“**Recipient Scientist**”) for the purposes of the Research Project as further outlined in Appendix I, on terms and conditions set out in this Agreement.

The Parties agree as follows;

1. DEFINITIONS

1.1 “Confidential Information” means, but is not limited to; the Material, but excludes any information that;

- 1.1.1 at the time of disclosure by Trinity is, or thereafter becomes, through no fault of the Recipient, public knowledge;
- 1.1.2 after disclosure by Trinity, is lawfully received by the Recipient from a third party without obligations of confidentiality, who has the right to disclose such Confidential Information to the Recipient;
- 1.1.3 is required to be disclosed by law or court order;
- 1.1.4 was obtained by the Recipient as a result of wholly independent work which the Recipient can prove by genuine documentary evidence is not based on or derived from the Confidential Information; or
- 1.1.5 can be shown by genuine documentary evidence, was at the time of disclosure by Trinity, already in the lawful possession of the Recipient.

1.2 “Inventions” means any discoveries, improvements, processes or inventions made by the Recipient through the use and/or incorporation of the Material.

1.3 “Material” means the material provided to the Recipient as described in Appendix I of this Agreement and shall include any and all documents and information that Trinity may provide to the Recipient under or in connection with this Agreement.

1.4 “Research Project” means the research described in Appendix I of this Agreement.

1.5 “Results” means all information, results and data arising from the Research Project that is created, developed, or reduced to practice or writing as a result of the use of the Material.

2. LICENSE OF MATERIAL

2.1 Subject to the terms and conditions of this Agreement, Trinity hereby grants to the Recipient a non-exclusive, revocable, non-transferable, fully paid up licence to use the Material solely for the purpose of conducting the Research Project and for no other purpose, for a period commencing on the last signature date of this Agreement (“**Effective Date**”) and ending **X** (eg1) year thereafter (the “**Term**”) unless terminated earlier in accordance with this Agreement. The Term may be extended as mutually agreed in writing by the Parties.

2.2 Following the Effective Date, Trinity shall use reasonable efforts to provide the Recipient with sufficient amounts of Material, as available, for the Recipient to conduct the Research Project. The amount and sufficiency of Material provided cannot be guaranteed.

2.3 The Recipient shall keep the Material in a secure place at the Recipient Scientist’s laboratory at all times and ensure that no-one other than the Recipient Scientist and authorised personnel have access to the Material.

3. OBLIGATIONS OF RECIPIENT

3.1 The Recipient shall;

- 3.1.1 not sell, transfer, supply, distribute or release any of the Material to any third party, without prior written consent of Trinity;
- 3.1.2 not use the Material for any commercial purpose nor make any commercial or other gain from the Material nor seek to obtain any protection of the intellectual property contained in the Material;
- 3.1.3 not use the Material for any other purpose other than that outlined in Appendix I;
- 3.1.4 use appropriate safeguards to prevent the use of the Material other than as provided for by this Agreement;
- 3.1.4 not use the Material in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of Trinity; and/or
- 3.1.5 not seek to identify the information contained in the Material.

3.2 The Recipient agrees to refer to Trinity any request for the Material from a third party.

3.3 Recipient agrees to ensure that any agent, including a sub-contractor to whom it provides the Material agrees in writing to the same restrictions and conditions that apply throughout this Agreement.

4. PUBLICATION

4.1 The Recipient agrees to provide Trinity with a copy of any manuscript prior to publication. Trinity may request that the Recipient delete any Confidential Information from the manuscript or hold publication of such manuscript up to ninety days (90) in order for Trinity to obtain patent protection on such Confidential Information. In no event should any such publication disclose Trinity Confidential Information without prior written approval from Trinity. The Recipient shall make the necessary acknowledgements regarding the source of the Material in any publication which mentions the same. Authorship shall be accredited to the relevant Party where applicable, in accordance with the usual academic custom.

4.2 At the request of Trinity, such request not to be unreasonably withheld, the Recipient shall disclose to Trinity all Results of the Research Project for the purposes of Trinity gaining further knowledge and

understanding of the Material, and shall make available to Trinity any raw data for internal research purposes only. The Results of the Research Project shall be treated as confidential by Trinity and the terms of Clause 6 hereunder shall apply to such Results.

5. OWNERSHIP & INVENTIONS

5.1 No rights of any nature in, to, or over any Material shall be deemed to be conferred on the Recipient by this Agreement.

5.2 All Material outlined in Appendix I, and including Material contained or incorporated in Modifications shall remain the property of Trinity.

5.3 The Recipient retains ownership of Inventions, except that Trinity retains ownership rights to the Material included therein, and Trinity reserves the right to request the use of such Inventions for internal research, teaching and non-commercial purposes only. The Recipient shall in good faith notify Trinity forthwith of Inventions created by the Recipient that incorporates the Material or a portion of the Material. The management, ownership, proposed commercial exploitation of such Inventions shall be discussed in good faith by the Parties taking into consideration each Party's intellectual contribution and the provision of the Materials in creating the Inventions.

6. CONFIDENTIALITY

6.1 During the Term of this Agreement and for a period of five (5) years after the termination of the Agreement, each Party shall keep the Confidential Information secret and in strict confidence and not at any time or for whatever reason disclose, use, reveal or cause any unauthorised disclosure of the Confidential Information whether through any failure to exercise all due care and diligence or otherwise to any third party, for any purpose without the express written permission of the disclosing Party.

6.2 The confidentiality obligations of clause 6.1 above, shall not apply to Confidential Information published by the Recipient in accordance with clause 4.1 of this Agreement.

7. RETURN OF MATERIAL

7.1 The Material (and any copies thereof made by or in possession of or under the control of the Recipient) shall be and remain the property of Trinity and shall be immediately returned (or if Trinity so requires, destroyed) (i) on termination of this Agreement, or (ii) if the Recipient is in breach of any provision of this Agreement, and (iii) at any other time on request of Trinity.

8. COST RECOVERY FEE

8.1 The Recipient agrees that Trinity will transfer the Material to the Recipient at Recipient's cost, using the Recipient's shipping account details as outlined in Appendix I. Where mutually agreed by the Parties, the Recipient agrees to pay Trinity, through the Trinity Scientist, for the costs of preparation of the Material, no later than thirty (30) days after the Trinity Scientist has issued the Recipient with an invoice for the agreed amount as outlined in Appendix I of this Agreement.

9. DISCLAIMER

9.1 The Materials is provided by Trinity on an "AS IS" basis and the Material is understood to be of an experimental nature. All Material is provided WITHOUT WARRANTY OR REPRESENTATIONS (INCLUDING but not limited to: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, EFFICACY, COMPLETENESS, CAPABILITIES OR SAFETY, OR ANY

OTHER WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS OR IMPLIED), AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE MATERIAL ARE HEREBY EXCLUDED TO THE GREATEST EXTENT PERMISSIBLE BY LAW (INCLUDING ANY WARRANTY THAT THE USE OF THE MATERIAL DOES NOT INFRINGE THE INTELLECTUAL PROPERTY OF ANY THIRD PARTY).

10. LIABILITY

The Recipient agrees neither Trinity nor its employees, servants or agents shall have any liability whether in contract, tort, statute or otherwise in connection with Trinity's supply or Recipient's use, disclosure, storage, handling and/or disposal of the Material. Moreover, Recipient agrees to indemnify Trinity against all Claims and Losses suffered or incurred by the Recipient in relation to the use, disclosure, handling, storage and/or disposal of the Material by the Recipient and/or its employees, including Claims and Losses arising from (i) injury to the Recipient'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. For the purposes of this Agreement (i) "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil), in contract, tort, negligence or otherwise; and (ii) "Losses" shall mean all losses, including without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever.

11. REGULATION

11.1 The Recipient shall use the Materials in accordance with good laboratory practice, and the highest standards of skill and care, and Recipient shall comply with all applicable laws and regulations governing the transportation, handling, storage, use or disposal of the Materials.

12. ASSIGNMENT

12.1 The Recipient shall not assign, sub-licence, delegate or otherwise all or any of its rights or obligations under this Agreement, without the prior written consent of Trinity.

13. GENERAL

13.1 Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If at any time any of the provisions is held to be void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. If any provision is held to be void or unenforceable, the Parties agree to substitute any such provision with a valid enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

13.2 The provisions of Article 4, 5, 6, 9, 10 and 13 shall continue in full force and effect after expiry or termination of this Agreement for whatever reason, in accordance with their respective terms.

13.3 This Agreement represents the entire agreement between the Parties with respect to its subject matter and it supersedes all prior representations, agreements, arrangements and undertakings with respect thereto whether written or oral.

13.4 Neither this Agreement nor the provision of Materials nor any subsequent discussions between the Parties shall oblige either of the Parties to enter into any further agreement with the other in relation to the subject matter of this Agreement.

13.5 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Parties shall submit to the [non-]exclusive jurisdiction of the Irish courts as regards any claim or matter arising under this Agreement.

The Parties have caused this Agreement to be executed the day and year herein first appearing by their duly authorised representatives.

For and on behalf of The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin	For and on behalf of [Recipient]
_____ Signed	_____ Signed
Name: Dr. Emily Vereker	Name:
Title: Senior Patents and Licensing Manager	Title:
_____ Date	_____ Date

Acknowledged by Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I hereby agree to abide by them in the receipt and use of the Material.

Recipient Scientist

Date

Appendix I

Materials:

[Describe the material being transferred to Recipient]

Research Project:

[Description of Project that uses the Material & Confidential Information]

Cost recovery fee:

[Insert amount to be invoiced to the Recipient and/or shipping account details]

TEMPLATE