

MATERIAL TRANSFER AGREEMENT

No:

(for office use only)

RETURN (by post or courier) TO:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX

User Name	
Institute Name:	
Institute Address:	

Resource Name:

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AGREEMENT IN GOOD FAITH CONCERNING USE AND DISTRIBUTION OF CHICKEN EST CLONES

Source BioScience UK Limited (“DISTRIBUTOR”) is providing you with CLONES (as defined herein) and/or associated PRODUCTS (as defined herein), in order to advance the public interest and to advance the objectives of the University of Nottingham (“NOTTINGHAM”) who is the originator of this resource. NOTTINGHAM is a beneficiary of, and may independently enforce, this Agreement.

USE OF MATERIALS

By accepting MATERIALS you are agreeing in good faith to the following terms. If you are unable to agree to these terms, you must immediately return MATERIALS along with all copies and replicas thereof.

1. In this Agreement the following words shall have the following meanings:

"CLONES"	means chicken EST clones developed by NOTTINGHAM
“DERIVATIVE PRODUCTS”	means any modification or product of MATERIAL that is not a PROGENY, a PRODUCT, or a STOCK.
"EST"	means expressed sequence tag
"MATERIAL"	means the CLONES and PRODUCTS
“PRODUCTS”	means PROGENY, and associated products including, but not limited to sequence-verified MATERIAL, re-arrayed subsets of the MATERIAL or progeny, hybridization filters and pools for DNA screening
"PROGENY"	means an unmodified descendant from MATERIAL or any STOCK
"STOCK"	means any comparable bacterial stock derived from the MATERIAL

1. 2. Delivery of and payment for all supplies of the MATERIALS made pursuant to this Agreement shall be subject to the current Source BioScience UK Limited terms and conditions for conditions of sale. To the extent that any provision of Source BioScience UK Limited standard terms and conditions of sale is inconsistent with any provision of this Agreement, the terms of this Agreement shall prevail.

3. A copy of Source BioScience UK Limited standard terms and conditions will be provided upon request and/or may be viewed and downloaded at (<http://www.rfcgr.mrc.ac.uk/About/Registration/>).

1. 4. You will use the MATERIALS in compliance with all applicable laws, governmental regulations and guidelines pertaining to research with humans, or animals, or with recombinant DNA.
2. 5. Subject to the terms of this Agreement, You may use the MATERIALS for Your own commercial and/or non-commercial purposes save always that under no circumstances shall You sell or redistribute any CLONES or PROGENY to any third party.
3. 6. You agree to publicise the results of the research with the MATERIALS as soon as reasonably possible, and to acknowledge NOTTINGHAM and the “UK Chicken Consortium EST Project”.
4. 7. You will include the unique and specific identifier of each arrayed CLONE (which was initially assigned by NOTTINGHAM, and accompanies the MATERIALS) in data pertaining to the MATERIALS submitted to public databases and in resulting publications. This nomenclature consists of the term “CloneID”.
5. 8. You agree that the MATERIAL is experimental in nature and is provided without warranty of merchantability or fitness or fitness for a particular purpose or any other warranty, express or implied. This MATERIAL is provided without representation or warranty that the use of the MATERIAL will not infringe any patent or other proprietary right of a third party.
6. 9. You agree that the NOTTINGHAM's and the DISTRIBUTOR's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the MATERIALS shall be limited to the price which you have paid to purchase the MATERIALS (save always that neither NOTTINGHAM or DISTRIBUTOR is seeking to exclude liability loss arising from death or personal injury caused by negligence or fraudulent misrepresentation).
7. 10. You agree to hold harmless and indemnify NOTTINGHAM (the originator of the MATERIALS), and the DISTRIBUTOR, (the provider of the MATERIALS), and persons acting on their behalf, for any claim asserted by a third party related to your possession, use, storage, or disposal of the MATERIALS.
8. 11. You recognise and agree that NOTTINGHAM retains ownership of any intellectual property rights, which subsist in the cDNA Libraries from which the MATERIAL was developed.

ADMINISTRATION

Any correspondence concerning this Agreement should be addressed in the first instance to:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX

Tel: +44 (0) 115 973 9012 Fax: +44 (0) 115 973 9013

I have read and accept the conditions for use of the MATERIALS as stated above.

Name

Position

Company/Institution

Address

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Signature

Date