

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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MATERIAL TRANSFER AGREEMENT

Start Date	
Recipient Institution	Name: Address:
Distributing Organisation	Name Source BioScience UK Limited, Address: 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX UK.
Owning Organisation	Wayne State University 4032 FAB, 656 West Kirby, Detroit, MI 48202.
Owning Organisation's scientist	Dr R. L. Finley, Wayne State University School of Medicine, 3135 Scott Hall, 540 E. Canfield Avenue, Wayne State University, Detroit, MI 48201
Materials	1. A Clone or Library of bacterial strains, each strain containing a plasmid designed to express an Open Reading Frame (ORF) corresponding to a <i>C. jejuni</i> gene, including any products, progeny or unmodified derivatives thereof. Ownership of modifications shall be determined (a) when such a modification is created and (b) according to any applicable laws and regulations relating to inventorship.
Investigation	Functional genomics research in <i>C. jejuni</i>
Recipient Institution's Principal Investigator	Name: Address: Tel: Fax: E-mail:

Distributing Organisation's Contact Person	<p>Name: Dr Andy Walker Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX Tel: +44 (0) 115 973 9012 Fax: +44 (0) 115 973 9013UK.</p> <p>E-mail: andy.walker@sourcebioscience.com</p>
Owning Organisation's Contact Person	<p>Anne C Di Sante Associate Director Technology, Transfer Office, Wayne State University, 4032 FAB, 656 W. Kirby Detroit, Michigan 48202 USA Attn.: WSU File No. 03-640</p>

1. Delivery of the Materials

- 1.1 The Distributing Organisation shall send to the Principal Investigator of the academic institution (“Recipient Institution”) any Materials as provided in the attached Schedule and in a manner consistent with the optimum stability and safe delivery of the Materials.
- 1.2 The Distributing Organisation shall provide the Recipient Institution with any protocols that the Distributing Organisation may have concerning the handling, storage and safety of the Materials.
- 1.3 The Distributing Organisation shall supply on receipt of the signed MTA and the recipient institutes order, the Materials:
- 1.3.1 an individual Bacterial Strain.
- and, or
- 1.3.2 a library of bacterial vectors, each vector containing a *C. jejuni* gene, such that the library covers the *C. jejuni* chromosome
- 1.4 The Recipient Institution will be invoiced for the Materials supplied under clause 1.3 at prevailing market rates as and on terms published by the Distributing Organisation. All fees to be invoiced within thirty (30) days of an order.

2. Use of the Materials

The Recipient Institution shall ensure that the Materials are:

- 2.1 used only for the purposes of the Investigation and not for administration to human subjects;
- 2.2 handled and stored in accordance with any reasonable protocols provided to the Recipient Institution pursuant to Clause 1.2;
- 2.3 not made available to any other organisation or personnel other than personnel of the Recipient Institution engaged in carrying out the Investigation; and
- 2.4 used for research purposes only at the Recipient Institution.

3. Publication of results of the Investigation

Any publication of the results of the Investigation shall acknowledge the Owing Organisation and Scientist and Distributing Organisation as having made available the Materials in accordance with academic practise.

4 Reports

The Recipient Institution's Principal Investigator shall keep the Owing Organisation's Scientist informed of the progress and status of the Recipient Institution's experiments on the Materials.

5 Intellectual Property Rights

- 5.1 Nothing in this Agreement shall operate to transfer to the Recipient Institution or Distributing Organisation any intellectual property rights of the Owing Organisation in the Materials.
- 5.2 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the Investigation shall belong to the Recipient Institution.
- 5.3 If the Recipient Institution, after consultation with the Owing Organisation, commercialises any product produced/or isolated with or by use of the Materials then the Recipient Institution will negotiate in good faith an equitable share for the Owing Organisation of

any commercial proceeds based upon the relative contributions of the parties.

6. Confidentiality

6.1 For the purposes of this clause 6, “Confidential Information” means all information of a confidential nature disclosed and designated in writing as confidential (whether in writing, orally or by any other means) by one party (“the Disclosing Party”) to the other party (“the Receiving Party”) during the term of this Agreement.

6.2 For a period of five years from the date of disclosure the Receiving Party shall keep the Confidential Information confidential, shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, and shall not use the Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement.

6.3 The confidentiality obligations contained in this clause shall not apply to any Confidential Information which:

6.3.1 is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party;

6.3.2 can be shown by the Receiving Party to have been already known by the Receiving Party at the date of disclosure by the Disclosing Party;

6.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party in good faith without a confidentiality obligation;

6.3.4 is independently acquired by the Receiving Party as a result of work carried out by an employee of the Receiving Party to whom no disclosure of Confidential Information has been made; or

6.3.5 is required by law to be disclosed.

7. Disposal of Unused Materials and Return of Confidential Information

When the Investigation is completed or terminated, the Recipient Institution shall, at the Distributing Organisation's request, return or destroy all unused Materials and each party shall at the other's request, return or destroy all confidential information belonging to that other except for one copy which the recipient may retain for archival purposes only.

8 Survival of rights on expiry or termination

The following clauses are expressly intended by the parties to survive the expiry or termination of this Agreement: clauses 3, 5, and 6.

9 General

9.1 Neither party shall be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement to any person except with the prior written consent of the other.

9.2 All notices given under this Agreement must be in writing and delivered to the relevant Principal Investigator or Contact Person as shown on the front sheet of this Agreement.

9.3 The failure of either party to enforce or to exercise any right under this Agreement does not constitute a waiver of that right and shall not affect that party's right later to enforce or to exercise it.

9.4 The Distributing Organisation shall disclose to the Recipient Institution any serious or otherwise health-threatening hazards relating to the Materials of which the Distributing Organisation is aware in the protocols supplied pursuant to Clause 1.2. Save as aforesaid, the Recipient Institution accepts that the Materials are supplied on an "as is" basis, are experimental in nature and that the Distributing Organisation and Owing Organisation make no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials, except to the extent that the Distributing Organisation is negligent.

9.5 The Recipient Institution agrees to comply with any and all applicable governmental regulations for the handling, use, storage and disposal of the Materials.

9.6 No variation of or amendment to this Agreement shall bind either party unless made in writing and signed by a duly authorised representative of each party.

9.7 The parties shall not make any announcement or comment upon or otherwise provide any information to any third party (other than its legal advisers) concerning this Agreement (including its existence and terms) without the prior written consent of the other party unless required by law.

9.8 This Agreement supersedes all earlier Material Transfer Agreements in relation to the *C. jejuni* library

9.9 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

(A) The Owing Organisation has authorised the Distributing Organisation to supply to research organisations the Materials for research purposes under the terms of a license agreement.

(B) Accordingly, the Distributing Organisation is willing to provide and the Recipient Institution is willing to accept the Materials in accordance with the provisions set out in this Agreement.

The Distributing Organisation and the Recipient Institution hereby agree to be bound by the

provisions set out in this Agreement.

Signed for and on behalf of the Recipient Institution by its duly authorised representative:

Signature

Full Name

Title

Date

Signed for and on behalf of the Distributing Organisation by its duly authorised representative:

Signature

Full Name

Title

Date