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:

ACADEMIC MATERIAL TRANSFER AGREEMENT FOR HUMAN DOMAIN ANTIBODY (CHRIST) LIBRBARY

Source BioScience UK Limited of Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX, UK is providing you with materials, technology and information that have been developed by the MEDICAL RESEARCH COUNCIL ("MRC"), 2nd Floor David Phillips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL, UK.

The MRC has co-exclusively licensed the technology, material and information to commercial partners but has retained the right to provide them to academic organisations for use in academic research under certain conditions.

By checking the box on the checkout page of the Source BioScience website that indicates agreement to this material transfer agreement and by purchasing and/or using the materials you (on behalf of your Institution (as defined below)) hereby agree to the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"Agreement"	shall mean these terms and conditions to which the Institution and MRC agree;
"Commercial Partners"	shall mean MedImmune Limited and GlaxoSmithKline R&D;
"Confidential Information"	means any unpublished knowledge, experience, data, materials or other information of any nature which is possessed by MRC and which is useful in the practice of the Technologies, Patent Rights, and Materials and which MRC is free to disclose and to which MRC has the right to grant licences;
"Effective Date"	shall mean the date on which the Original Materials are purchased from Source BioScience;
"Institution"	shall mean the organisation within which the Materials are to be used;
"Materials"	shall mean Original Materials, Progeny and Unmodified Derivatives;
"Modifications"	shall mean any modified versions of the Materials;

"Original Materials"	shall mean all materials provided by MRC, as described in Schedule 1 attached hereto and which may from time to time be amended subject to written agreement between the Parties;
"Patent Rights"	means the applications described in Schedule 2 attached hereto including any regional or national phase applications, continuations, continuations-in-part, extensions, re-examinations, re-issues, confirmations, registrations and revalidations or any division thereof, any and all foreign counterparts of the foregoing, and any and all patents issuing from any of the foregoing;
"Party"	shall mean either the Institution or the MRC;
"Principal Scientist"	shall mean the head of the laboratory in which the Materials are intended to be used;
"Progeny"	shall mean all unmodified descendants from the Original Materials, such as virus from virus, cell from cell, or organism from organism;
"Recipient Scientists"	shall mean the Principal Scientist and any research assistants, co-workers or other workers in the Institution who the Principal Scientist is responsible for who may use the Materials and Confidential Information;
"Technologies"	means the library cloning technology and phage screening technology as described in the Patent Rights and Confidential Information;
"Unmodified Derivatives"	shall mean any substances created by the Institution which constitute an important unmodified functional sub-unit or product expressed by the Original Materials, e.g., sub clones of unmodified cell lines, purified or fractionated sub-sets of the Original Materials, proteins expressed by DNA or RNA, monoclonal antibodies secreted by a hybridoma cell line, sub-sets of the Original Materials such as novel plasmids or vectors;

1.2 In this Agreement, any reference to:-

1.2.1 a statutory provision includes a reference to any modifications or re-enactment of it from time to time;

1.2.2 Clauses, Schedules, or Parties is a reference to clauses, schedules or Parties to this Agreement; and

1.2.3 the singular includes the plural and vice versa.

1.3 The headings used in this Agreement shall not affect the interpretation of this Agreement.

2. THE GRANT & USE OF THE MATERIALS

2.1 MRC hereby grants to the Institution the non-exclusive, non-sublicensable, right and licence in accordance with this Agreement to use the Materials, Modifications, Patent Rights, Technologies, and Confidential Information solely for non-commercial academic research and solely at the Institution's facilities under the direction of the Principal Scientist.

2.2 The Institution and Principal Scientist agrees that no rights are provided under this Agreement to use the Materials, Modifications, Patent Rights, Technologies, and Confidential Information for the provision of a commercial service or to use the Materials, Modifications, Patent Rights, Technologies, and Confidential Information for or on behalf of any commercial entity, or for use in consulting for a commercial entity under which that entity obtains rights to research results.

2.3 The Institution or Principal Scientist will not use the Materials, Modifications, Patent Rights, Technologies and Confidential Information whether directly or indirectly for the development of any commercial product, including, but not limited to, drug screening, drug evaluation, assay development, or identifying drug targets for commercial purposes.

2.4 It is expressly understood by the Institution and Recipient Scientists that the Materials and Modifications will not be introduced into humans and at all times will be used in accordance with applicable laws and regulations.

2.5 The Institution and Recipient Scientists agree not to transfer, transmit or in any other way disclose the Materials, Modifications, Confidential Information or Technologies, to any third Party without the written consent of the MRC. Such consent will not be unreasonably withheld if the third Party is an academic research institution as long as such third Party signs an equivalent Material Transfer Agreement with the MRC.

2.6 Any results of any research work carried out using the Materials or Modifications or other libraries created as a result of receiving or using the Materials or Modifications should be disclosed to Dr Greg Winter, MRC Laboratory of Molecular Biology, Hills Road, Cambridge CB2 2QH immediately after publication or any other public disclosure of those results.

2.7 The Institution may publish or otherwise publicly disclose the results of research using the Materials and/or the Technologies ("Publication") provided that such Publication does not contain any Confidential Information. Full acknowledgement of the Materials, their source and their creators must be made in any reference to the Materials whether in print or in verbal communication.

3. SUPPLY

3.1 Upon execution of this Agreement MRC (through Source BioScienceGeneservice) agrees to supply the Original Materials and any relevant Confidential Information in its possession which in the reasonable opinion of the MRC is necessary to enable the Institution to use the Patent Rights.

4. INTELLECTUAL PROPERTY

4.1 Subject to Clause 4.2 the MRC does not claim ownership of any data, results or materials (including Modifications) produced as a result of the Institution's research with the Materials however ownership of Materials included therein shall remain the property of MRC and/or its Commercial Partners.

4.2 The Institution may seek patent application(s) claiming inventions made by the Recipient Scientists through the use of the Materials but in order to commercialise such inventions, discoveries or Modifications the Institution will require a commercial licence from one or more of MRC's Commercial Partners. The MRC agrees to forward requests for a commercial licence to the MRC's Commercial Partners however the Institution accepts that i) the MRC cannot guarantee that such rights will be granted to the Institution and ii) such requests shall be decided solely by MRC's Commercial Partner(s).

4.3 The Institution grants the MRC the non-exclusive right to use any inventions developed through use of the Material transferred under this Agreement in its own internal, non-profit making academic research and teaching purposes without payment of licence or royalty fees to the Institution.

4.4 Except as expressly provided in this Agreement no rights are provided to the Institution under any intellectual property rights or other proprietary rights vested in MRC.

5. CONFIDENTIALITY

5.1 The Institution agrees to comply, and procures that the Recipient Scientists shall comply, with the following conditions:

(a) to use the Confidential Information solely for the purpose of this Agreement; and

(b) to keep the Confidentiality Information in a secure location and to encrypt any Confidential Information stored on an externally accessible computer, electronic information retrieval system or any portable device; and

(c) not to disclose the Confidential Information to any third Party without the prior written consent of the MRC.

5.2 The obligations of confidence referred to in this Clause 5 shall not extend to any information which:

(a) is or becomes generally available to the public otherwise than by reason of a breach by the recipient Party of any provision of this Clause 5;

(b) can be shown by the recipient Party to be in the recipient Party's possession prior to receipt under this Agreement;

(c) is subsequently disclosed to the recipient Party without obligations of confidence by a third Party owing no such obligations to the disclosing Party in respect thereof;

(d) can be shown to have been developed by the recipient Party without benefit of any disclosure under this Agreement;

(e) is specifically required to disclose by law or pursuant to an order of any Court of competent jurisdiction, but only after the disclosing Party is given, to the extent practicable and legally possible, prompt written notice and an opportunity to seek a protective order or to agree such disclosure and provided that, in the case of a disclosure under an applicable "Freedom of Information" legislation such as the United Kingdom Freedom of Information Act 2000, none of the exemptions in that legislation applies to the information.

5.3 If either Party receives a request under an applicable "Freedom of Information" legislation to disclose any information of the other Party, it will notify and consult with the other Party. The other Party will respond within five (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in the Act applies.

5.4 This obligation of confidence shall continue in force after the expiry or the termination of this Agreement, whatever the reason for the termination, until the last to expire of any patents granted pursuant to the Patent Rights.

5.5 Each Party agrees not to use or refer to this Agreement in any promotional activity, or use the names or marks of the other without express written permission. However, this paragraph shall not preclude either Party's attribution of authorship in, and distribution of academic literature reporting the results of research conducted with the Materials.

5.6 Upon termination of this Agreement, or at any time upon the written request of the disclosing Party, the receiving Party shall return to the disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the receiving Party.

5.7 The Parties acknowledge that remedies at law may be inadequate to protect against a breach of the provisions of this Clause 5 and therefore, each Party shall be entitled to seek injunctive relief to restrain such breach, in addition to any other remedies available to such Party.

6. WARRANTIES/LIABILITIES

6.1 Both Parties understand and agree that the Materials are experimental in nature and are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, and without any representation or warranty that the use or supply of the Materials, Patent Rights, and/or Confidential Information will not infringe any patent, copyright, trademark or other right or that the use of the Materials or Modifications will not pose a health or safety risk. Institution and Principal Scientist acknowledge and agree that the Materials may have biological and/or chemical properties that are unpredictable and unknown and are to

be used with caution and prudence. The use of the Materials will be conducted under the Institution's exclusive responsibility and neither the MRC nor the MRC's Commercial Partners will be liable for any consequences thereof.

6.2 In no event shall the MRC or the MRC's Commercial Partners be liable for any act or omission by the Institution under this Agreement including but not limited to the receipt, use, handling, storage or disposal of the Materials, Patent Rights, and Confidential Information by Recipient Scientists, except where such liability is directly due to the negligent acts or omissions of the MRC and/or the MRC's Commercial Partners. Without limiting the generality of the foregoing, the Institution, shall to the extent permitted by any statutory law or regulation applicable to the Institution, agrees to indemnify the MRC and the MRC's Commercial Partners for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from, or in connection with this Agreement or the use, handling, storage or disposal of the Materials by the Institution or Recipient Scientists except where such loss, claim, damage or liability is directly due to the negligent acts or omissions of the MRC and/or the MRC's Commercial Partners.

6.3 In addition to the restrictions imposed by Clause 4.2 the Institution should be aware that the provision of the Materials expressly does not confer, by implication, estoppel, or otherwise, any rights under any patents owned or exclusively licensed by Xoma Ireland Limited or any of its affiliate companies. MRC hereby provides notice that the Institution should approach Xoma Ireland Limited for the grant of a licence under Xoma's patented rights, should the Institution wish to engage in any activities utilising the Materials other than for the purposes of academic in-house research.

6.4 The MRC takes no responsibility for ensuring that the Materials will be allowed into all countries. If in doubt, it is the responsibility of the Institution and or Principal Scientist to check their own importation restrictions before requesting the Materials. Once such a request has been made it will be assumed that shipment and handling costs will be honoured by Institution once the package has been dispatched from the UK regardless of its treatment upon arrival in the country of destination.

7. DURATION & TERMINATION

7.1 This Agreement shall come into force on the date on which it is signed by both Parties. Once in force the Agreement shall be deemed to have effect from the Effective Date and shall remain in force for as long as the Institution has possession of the Materials or Modifications.

7.2 The MRC may terminate this Agreement if the MRC is unable to supply the Original Materials to the Institution.

7.3 Either the Institution or the MRC may terminate this Agreement forthwith by notice in writing if the other Party commits a substantial breach of this Agreement which in the case of a breach capable of remedy within such period will not have been remedied within thirty (30) days of the receipt by the Party in default of notice identifying the breach and requiring its remedy.

7.4 Upon termination of this Agreement the Institution will destroy the Materials and Modifications and cease using the Patent Rights, Technologies, and Confidential Information.

8. FORCE MAJEURE

8.1 No Failure or omission by either Party to carry out or to observe any of the terms or conditions of this Agreement will give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any fire, flood, earthquake, or other Act of God or nature, or terrorist act or any explosion, unless such explosion is caused by the wilful act, negligence or omission of Institution or any of Institution's employees or agents.

9. RELATIONSHIP OF THE PARTIES

9.1 Nothing in this Agreement shall create a partnership between the Parties or make the Institution the agent of the MRC for any purpose whatsoever.

10. SEVERABILITY

10.1 This Agreement is severable so that if any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court or authority of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

10.2 If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable but would be legal, valid and enforceable if amended the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect to the intention of the Parties as recorded in this Agreement.

11. ASSIGNMENT

11.1 Neither Party shall assign this Agreement or its rights under this Agreement or any part of this Agreement without the other Party's prior written consent, such consent is not to be unreasonably withheld.

12. SURVIVAL OF CLAUSES

12.1 The obligations of both Parties under Clauses 2, 4, 5, and 6 of this Agreement shall survive termination of this Agreement for any cause.

13. WAIVER

13.1 The waiver by MRC of any breach default or omission in the performance or observance of any of the terms of this Agreement by the Institution shall not be deemed to be waiver of any other such breach default or omission.

14. NOTICES

14.1 Any notice required to be given under the terms of this Agreement may be given by letter, with all delivery charges prepaid and addressed to the Parties at the addresses given above. Any notice so given shall be deemed to have been served at the expiration of 48 hours from the time of posting.

15. ARBITRATION

15.1 The parties shall attempt in good faith to resolve any such dispute promptly by negotiation between senior executives of each Party. If the Parties are unable to reach a resolution then either Party shall be free to pursue any other remedies available to it.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the Parties, and can be modified only by written instrument signed by the Party to be bound. Each Party acknowledges that this Agreement supersedes any other agreement or understanding between the two Parties with respect to the subject matter hereof.

17. LAW AND JURISDICTION

17.1 The validity and construction and performance of this Agreement shall be interpreted and construed in accordance with English Law and subject to the exclusive jurisdiction of the English courts.

Schedule 1

The Original Materials are:

MRC single domain library (Christ, Famm and Winter, Nucleic Acids Research, 2006, Vol. 34, No. 16 e108), (or any part of the libraries, including, but not limited to, any molecule, any isolated clone or any derivative of an isolated clone, or any modification of an isolated clone), and control phage antibody E1 (against beta-galactosidase), TG1 bacteria, HB2151 bacteria and the helper phage KM13 (Tomlinson et al., unpublished data) as well all sequences contained therein, and any intellectual property covering such materials, and all libraries created as a result of receiving or using the libraries.

Schedule 2

Patent Rights:

Patent	Winter II	Winter/Huse/Lerner	McCafferty	Griffiths
PCT Publication Number	WO90/05144	WO90/14424 WO90/14430	WO92/01047	WO93/11236

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 .....…