

## 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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# MATERIALS TRANSFER AGREEMENT

This Agreement is made on the ..... day of .....

## BETWEEN

(1) **MEDICAL RESEARCH COUNCIL** whose principal administrative offices are at 20 Park Crescent, London W1B 1AL, U.K. (hereinafter called "MRC" )

and

(2) [*Institution*]..... whose principal place of business is situated at [*address*]

.....  
.....

(hereinafter called "the Institution").

## WHEREAS

(A) The National Institute on Aging NIH (hereinafter called "NIA"), 5600 Nathan Shock Drive, Baltimore, MD 21224-6825, United States of America has developed and owns or is beneficial owner of certain materials and has agreed to allow MRC to distribute such materials to other research organisations on the terms set out below.

(B) The Institution wishes to obtain the said materials from MRC for the purposes of undertaking academic in-house research only.

(C) MRC agrees to provide the materials to the Institution on the terms set out below.

## NOW IT IS HEREBY AGREED AS FOLLOWS

### 1. 1. DEFINITIONS AND INTERPRETATION

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

.(a) "The Commencement Date" shall mean the .....

.(b) "The Materials" shall mean all materials provided by MRC, including any progeny or derivatives thereof, as described in the Schedule attached hereto and which may from time to time be amended subject to written agreement between the parties.

.(c) "Field" shall mean the use of the Materials for academic in-house research purposes only.

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### 1. 2. USE OF MATERIALS

2. 2.1 Upon execution of this Agreement MRC agrees to supply the Institution with the Materials which shall be used solely for applications within the Field.

3. 2.2 The Materials shall be used by the Institution for internal non-commercial research purposes only. To avoid doubt, this shall exclude using the Materials for research conducted in

collaboration with a commercial, for-profit organisation.

4. 2.3 The Institution agrees not to use the Materials, or portions thereof, in human subjects or for primary diagnostic purposes.

5. 2.4 Investigators from the Institution are encouraged to visit the NIA website to obtain all publicly available information about the Materials. The Institution agrees that its investigators shall deposit any data generated using the Materials to a public repository at a time not later than the publication of research results generated using the Materials.

6. 2.5 The Institution shall further use NIA's designated clone names for any individual clones in reports, publications or public database entries arising out of its use of the Materials.

7. 2.6 The Institution agrees to acknowledge NIA and MRC as the source of the Materials in any publications reporting use of the Materials. In addition, the Institute shall cite as a reference NIA's original paper disclosing the Materials and the materials used in their construction. The Institution shall not claim endorsement by NIA or MRC in such publications.

8. 2.7 Subject to conclusion of a Material Transfer Agreement between Institution and a third party, which is substantially similar to that herein, The Institution shall be permitted to produce and distribute the Materials to other non-profit, not-for-profit, or academic research institutions for internal research purposes only. However, the Institution shall require that the third party not further distribute the Materials. The Institution agrees to maintain a record of all third parties to which it distributes the Materials and to provide the MRC with copies of such records every six (6) months.

9. 2.8 The Institution agrees that they will not distribute the Materials to any commercial, for-profit organisation. All such requests should be referred directly to the NIA.

#### 10. 3. WARRANTIES/LIABILITIES

11. 3.1 Both parties understand and agree that the Materials 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 will not infringe any patent, copyright, trademark or other right.

12. 3.2 In no event shall MRC or NIA be liable for any use by the Institution of the Materials transferred under this Agreement. The Institution agrees to indemnify and hold harmless the MRC and NIA for any loss, claim, damage, or liability, of

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whatsoever kind or nature, which may arise from the use, handling or storage of the Materials by the Institution.

#### 4. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed by English law.

## SIGNATURES

Signed..... For and  
on behalf of  
**MEDICAL RESEARCH COUNCIL**

Signed..... For and  
on behalf of the **Institution**

Signed..... by the  
**Principal Scientist** receiving Material

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### **SCHEDULE** Materials

The Materials are the NIA Mouse 7.4K cDNA Microarray and NIA Mouse 7.4K cDNA Clone Set and shall include all PCR products therefrom.