

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 CONCERNING THE USE AND DISTRIBUTION
OF
BIOLOGICAL RESOURCES**

Customer Terms and Conditions

1. Delivery of the Materials

- 1.1 SBS shall send to each Customer the Products in a manner consistent with the optimum stability and safe delivery of the Products as described in the produce specification.
- 1.2 SBS shall provide the Customer with any protocols of the Products that HRI may have issued to SBS .

2. Use of the Materials

- 2.1 SBS shall require the Customer to ensure that the Products are not administered to human subjects;
 - 2.1.1 handled and stored in accordance with any reasonable protocols provided by SBS; and
 - 2.1.2 not made available to anyone other than personnel of the Customer engaged in carrying out the Investigation.

3. Intellectual Property Rights

- 3.1 SBS may grant to Customers a non-exclusive worldwide royalty-free research licence under the intellectual property rights of HRI and RPCI to use the Products for the purposes of research and development.
- 3.2 SBS shall make no warranty or representation that the Products (whether when used for the Investigation or otherwise) do not and will not infringe the intellectual property of a third party. SBS shall exclude to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the customer arising from a claim by a third party that the use of the Products for the purposes of the Investigation or otherwise infringes the intellectual property of the third party.
- 3.3 Nothing in the agreement between SBS and a Customer shall operate to transfer to the Customer any intellectual property rights of HRI or RPCI in the Products.

3.4 Each customer shall be required to ensure that any publication of the results of the Investigation shall acknowledge HRI, RPCI and SBS as having made available the Products.

4. **General**

4.1 The supply of the Products shall be conditional on the Customer accepting that the Products are supplied on an “as is” basis, are experimental in nature and that HRI and RPCI make no warranty or representation, express or implied, as to the properties, capabilities or safety of the Products. Save in the case of death or personal injury resulting from HRI, RPCI or SBS’s negligence, SBS shall exclude to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the customer that may arise (whether directly or indirectly) in any way whatsoever from the supply of the Products and their use by the Customer.

4.2 All agreements with Customers shall be governed by the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts. Additionally, the Customers shall be subject to the laws of the State of New York and shall submit to the jurisdiction of the courts of Erie County in the State of New York with respect to any claims made or actions brought by HRI and/or RPCI.

Please note that all orders for Materials are also subject to the terms and conditions set out on our Order Page.

Agreed on behalf of the Company

Typed or printed name and position

Date

Signature

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Full Name and Address of Company

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The Materials

Agreed on behalf of Source BioScience UK Limited

Typed or printed name and position

Date

Signature

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