

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:

--

Please read through the following Material Handling Agreement.

**MATERIAL TRANSFER AGREEMENT CONCERNING THE USE AND
DISTRIBUTION
OF
BIOLOGICAL RESOURCES**

Academic Institution

The materials listed below, or any portion thereof, (the "Materials") are made available to the named research investigator (the "User") at the named research institution (the "Institution"), subject to the following conditions. Please note that Source BioScience UK Limited is willing to provide the Materials only on the following terms and conditions:

1. **Use** - The Materials provided are for use by the User for their own research in the Institution. The User may share the Materials with other researchers in the same laboratory, working on the same project(s). The User and/or the Institution may not sell, lend or distribute to any third party or otherwise transfer any of the Materials to any third party. Use of the Materials, directly or indirectly, other than for research purposes is not permitted. This requirement is not intended to inhibit patenting or commercial exploitation of results obtained from use of Materials which results do not incorporate any part of the Materials.
2. **Acknowledgement** - Any publications arising from the use of the Materials must acknowledge support received from the Source BioScience UK Limited and, refer to the Netherlands Cancer Institute ("NKI") as the originator of the Materials where this accords with editorial policy.
3. **Liability** - Source BioScience UK Limited will use reasonable care in the provision of Materials. Except as expressly provided in this agreement, there are no representations or warranties by Source BioScience UK Limited or its contributors with respect to the Materials whether express or implied. Materials obtained from the Source BioScience UK Limited must not be used in humans or for clinical or therapeutic use or for clinical diagnostic purposes and the Institution shall ensure that any use of the Materials is undertaken in accordance with all applicable laws and regulations and with appropriate precautions in place to minimize the risk of any harm to persons or property. If Source BioScience UK Limited, at its discretion, provides any technical assistance and/or information with respect to the Materials as well as other products and procedures associated with use of the Materials, then such assistance and information is provided without any warranties of any kind, express or implied. It is the Institution's responsibility to assess the technical assistance and information in consideration of the use, selection, application or suitability of the Materials. Source BioScience UK Limited, Cancer Research Technology Limited ("CRT"), the licensor of the Materials and NKI and their respective employees and agents, assume no responsibility or liability for direct, indirect and/or consequential loss, damage or injury, and the Institution agrees to indemnify each of them from and against any liability or claim arising either

directly or indirectly from the receipt, handling, storage, disposal use and/or mis-use of the Materials.

4. **Patents** - The Materials are the subject of patents and patent applications based upon PCT application WO 03056012. In the event that the Institution or any affiliated entity seeks to challenge the validity of such rights, this agreement shall terminate.
5. **Law** - These Terms and Conditions will be governed by and construed in accordance with the laws of England and the User and Institution hereby submit to the exclusive jurisdiction of the English courts.

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

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

.....

.....

Signature

Date