**MATERIAL TRANSFER AGREEMENT**

between:

**(1) THE BEATSON INSTITUTE FOR CANCER RESEARCH**, a company limited by guarantee incorporated in Scotland (Registered No. SC084170) and a charity registered in Scotland (Registered No. SC006106) and having its registered office at Garscube Estate, Switchback Road, Glasgow, G61 1BD, United Kingdom (“**Beatson**”); and

**(2)** [**insert name of institute/company/university carrying out the Research**] of [**insert address**] (“**the Recipient**”).

Collectively or individually, Beatson and the Recipient shall also be referred to as “**Parties**” or “**Party**”.

### WHEREAS

**A.** Beatson is in possession of the materials described in Part 1 of the Schedule (the “**Original Materials**”).

**B.** [**insert name of the Researcher**] (“**the Researcher**”) wishes to use the Original Materials in order to carry out the research described in Part 2 of the Schedule (“**the Research**”).

**C.** Beatson has agreed to make a sample of the Original Materials available to the Recipient on the following terms and conditions.

**IT IS AGREED** that:

1. This Agreement shall commence on the last date of signature of this Agreement and, subject to earlier termination, shall continue until the conclusion of the Research.

2. Beatson hereby grants to the Recipient, subject to the provisions hereof, a non-exclusive, royalty-free licence to use the Original Materials and any substances which constitute an unmodified functional subunit or product expressed by the Original Material together with any progeny of either (all and any of the foregoing “**the** **Materials**”) solely for the Research.

1. The Recipient shall, and shall ensure that the Researcher shall, use the Materials for the purpose of carrying out the Research and for no other purpose whatsoever. Any materials generated by the Recipient that contain or incorporate the Materials and any progeny thereof (“**the** **Modified Derivatives**”) may be used by the Recipient solely within the Research and the Researcher’s other non-commercial, academic research. The Recipient confirms that the Research is not conducted for any commercial purposes, nor has any commercial entity made any contribution towards the Research whether in cash or otherwise.
2. The Recipient shall (i) ensure that the Materials and Modified Derivatives are not used in human subjects or for any therapeutic or diagnostic purposes; (ii) take all necessary steps to ensure the proper and safe handling, storage and use of the Materials and Modified Derivatives in accordance with all applicable laws and regulations.
3. The Recipient shall ensure that no-one other than the Researcher and others engaged in the Research under the Researcher’s direct supervision have access to the Materials or the Modified Derivatives and that they are not taken or sent to any location other than the Researcher’s laboratory at the Recipient.

6. The Recipient shall, and shall procure that the Researcher shall, upon completion of the Research, termination of this Agreement or Beatson’s earlier request, cease using the Materials and, at Beatson’s option, return to Beatson or destroy all unused quantities of the Materials.

7.The Recipient shall ensure that the Researcher will keep Beatson fully informed of the results arising from the Research (“**the Results**”) and within thirty (30) days of the earlier of: (i) the completion or the Research; or (ii) the termination or expiry of the Agreement, shall provide Beatson with a final written report containing all Results (including full details of any improvements, modifications and alterations to or new uses of the Materials).

8. Save for the limited right for the Recipient to use the Materials in the Research, no licence is granted or implied under any intellectual property or other rights of Beatson. The Recipient acknowledges and agrees that it has no right, title or interest whatsoever in: (i) the Materials; or (ii) any information relating to the Materials that is provided to the Recipient by Beatson (“**the** **Information**”) and that, as between the Parties, the same shall vest or remain vested in Beatson absolutely. Right, title and interest in the Modified Derivatives shall vest in the Recipient, except that Beatson or Beatson’s licensors shall retain ownership rights to the Material included therein. Subject to the foregoing provisions of this Clause 8, right, title and interest in the Results shall vest in the Recipient.

9. The Recipient hereby grants to Beatson a non-exclusive, royalty-free licence to use the Results in its non-commercial, academic research. Such licence may be sub-licensed by Beatson to any person conducting non-commercial, academic research at Beatson from time to time, including any such person who is an employee or student of a third party. In addition, at Beatson’s request, the Recipient shall promptly make available to Beatson a sample of any Modified Derivatives for use in Beatson’s non-commercial, academic research. ’If Recipient commercially exploits the Results, Beatson shall be entitled to an equitable share of any revenues that accrue to the Recipient from such commercial exploitation, having regard to the significance (if any) of the contribution to the Results represented by Beatson’s provision of the Original Materials.

10. Each Party undertakes to keep all confidential information disclosed to it by the other Party secret and confidential at all times during the term of this Agreement and, notwithstanding its termination or expiry, for a period of five (5) years thereafter’. Beatson’s confidential information may be disclosed by the Recipient on a need-to-know basis solely to those scientists engaged in the Research and may be used by such scientists solely in the Research. The Recipient shall and shall procure that the Researcher shall, upon completion of the Research, termination of this Agreement or Beatson’s earlier request, cease using Beatson’s confidential information and, at Beatson’s option, return to Beatson or destroy all such information, including any copies of all or part thereof which the Recipient may have generated. The Recipient shall ensure that the Researcher is aware of and complies with this Clause 10.

11. In any publication/presentation relating to the Research the Recipient will give full acknowledgement to Beatson as the provider of the Materials.

12. The Recipient acknowledges that the Original Materials are experimental in nature and are provided “as-is”. No warranty or condition, express or implied, whether arising under statute or under common law, including but not limited to conditions and warranties as to quality, merchantability, fitness for purpose, and non-infringement of third party rights is given by Beatson in relation to the Materials and the Information (including any use thereof), and Beatson hereby excludes any liability in relation to the same to the fullest extent permitted by law.

13 The Recipient hereby agrees to indemnify and hold harmless Beatson, its affiliates and their respective officers, directors, employees and agents in full in respect of any claims, losses, liabilities, damages, costs and expenses (including legal fees) arising out of or in connection with the Recipient’s handling, storage and/or use of the Materials, the Modified Derivatives and/or the Information.

14 Beatson may terminate this Agreement: (i) immediately if the Recipient commits any material breach of its obligations under this Agreement; or (ii) upon serving ninety (90) days written notice to the Recipient for any reason.

15 Notwithstanding the termination or expiry of this Agreement, the provisions relating to the Modified Derivatives in Clauses 3, 4 and 5 and Clauses 6, 7, 8, 9, 10, 11, 12, 13, 15 and 16 shall continue in full force and effect.

16 This Agreement shall be governed by and construed in accordance with the laws of Scotland. The Parties submit to the exclusive jurisdiction of the Scottish courts.

**IN WITNESS WHEREOF** the Parties have executed this Agreement consisting of this and the preceding page, together with the Schedule, as follows:

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| --- |
| **SIGNED** for and on behalf of  **The Beatson Institute for Cancer Research**  Signature:………..………………………  Name:.........................................................  Title:..........................................................  Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ |
| **SIGNED** for and on behalf of  **[insert name of the Recipient]**  Signature:………..………………………  Name:.........................................................  Title:..........................................................  Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ |
| **Acknowledged as read and understood by the Researcher:** | |
| Name:.........................................................  Signature:………………………………….  Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ |

**This is the Schedule referred to in the foregoing Material Transfer Agreement between The Beatson Institute for Cancer Research and [insert name of the Recipient]**

**SCHEDULE**

**Part 1**

**The Original Materials**

**Part 2**

**The Research**