

Dated _____ 2019

(1) Dublin City University

and

(2) COMPANY

MATERIAL TRANSFER AGREEMENT

(COMPANY to RPO)

MATERIAL TRANSFER AGREEMENT

Dublin City University, the Receiver of the Material

1.	<i>Insert the Company name and address</i>	PROVIDER (the " Provider "), has collected and/or developed the materials known as
2.	<i>Insert description of materials</i>	 and includes any constructs, strains, progeny, derivatives, portions, improvements and components (as the case may be) obtained from or as a result of the use of the materials (together, the " Materials ").
3.	<i>Insert name of Researcher, the principal user of the materials</i>	 (the " Researcher "), who is an employee of
4.	<i>Insert name and address of Researcher's Institution, the recipient of the materials</i>	Dublin City University Collins Avenue, Glasnevin, Dublin 9, Ireland (the " Institution ")
		and the Institution wishes to acquire a sample of the Materials for academic research relating to:
5.	<i>Insert description of academic research for which Materials are to be used</i>	 (the " Research Programme ") to be undertaken by the Researcher.
6.	<i>Insert quantity of Materials to be supplied and period for which they are to be provided</i>	The Provider is willing to provide a sample of _____ of the Materials for a period of _____ year(s) (the " Term ") on the terms and conditions shown overleaf, and the Institution agrees to comply with those terms and conditions.

AGREED by the parties through their authorised signatories:

For and on behalf of Dublin City University

For and on behalf of Provider

Signed

Signed

Print name

Print name

Title

Title

Date

Date

Standard Terms and Conditions for release of Materials

1. The Institution shall keep the Materials secure at the Researcher's laboratory and ensure that no-one other than the Researcher and authorised co-workers ("**Co-workers**") has access to them.
2. The Institution shall ensure that the Materials are used only for the Research Programme and not for any commercial purpose or commercially-sponsored research without the prior written consent of the Provider even if those purposes are being pursued in the Researcher's laboratory.
3. The Institution shall not supply the Materials to any other party. The Materials shall under no circumstances be used in humans.
4. The Term may be extended with the prior written agreement of the Provider. Permission to extend the term of this Agreement must be sought by the Institution three (3) months before the expiry of the Term.
5. The Institution shall ensure that the Researcher and the Co-workers acknowledge the Provider as the source of the Materials in any publication which mentions them. The Institution shall send the Provider a copy of any reports or publications which describe work carried out using the Materials, and shall make available on request any raw data and the Provider shall be entitled to use all such data, reports and publications and make them available to third parties.
6. The Materials (and any copies thereof made by or in possession of or under the control of the Institution) shall be and remain the property of the Provider and shall be immediately returned (or if the Provider so requires, destroyed) (i) on termination of this Agreement, or (ii) if the Institution is in breach of any provision of this Agreement, and (iii) at any other time on request of the Provider.
7. In the event that the Institution, the Researcher or the Co-workers make or observe any new discovery, improvement or invention ("**Invention**") relating to the Materials or as a direct result of the Research Programme, the Institution will promptly bring this to the attention of the Provider. The Institution shall not, and shall ensure that the Researcher and the Co-workers shall not, make, or seek to make, actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention except with the prior written consent of the Provider. The Provider will, at all times, retain the right to use all Inventions for non-commercial research purposes.
8. If any revenues result from any use of the Materials by the Institution, the Researcher or the Co-workers, the Provider shall be entitled to a reasonable share of any such revenues.
9. The Institution shall ensure that the Researcher and the Co-workers use the Materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping or use of the Materials.
10. The Materials are supplied without cost but the Institution shall reimburse the Provider for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Researcher.
11. The Materials are experimental in nature and the Provider makes no representation and gives no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, the Provider gives no warranty that (i) it owns all necessary property and other rights in the Materials and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party, or (ii) the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe, or non-toxic.
12. The Provider shall have no liability to the Researcher, the Co-workers or the Institution, whether in contract, tort, negligence or otherwise, in relation to the supply of the Materials to the Researcher, the Co-workers or the Institution or their use or keeping by the Researcher, the Co-workers, or the Institution or by any other person, or the consequences of their use, to the maximum extent permitted under applicable law.
13. For the purposes of this Agreement, (i) "**Claims**" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort, negligence or otherwise); and (ii) "**Losses**" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

14. The Institution agrees to be bound by this Agreement in consideration of the Provider making the Materials available to the Researcher.
15. The laws of the Republic of Ireland shall apply to this Agreement, and the courts of the Republic of Ireland shall have exclusive jurisdiction over any matter relating to it.