



MATERIAL TRANSFER AGREEMENT

RETURN a signed copy of this full agreement (by post or courier) TO:

Geneservice Ltd, 2 Cambridge Science Park, Milton Road, Cambridge, CB4 0FE, UK

Resource Ordered																				
Name (Person Ordering)																				
Institute																				
Address																				
Tel Number																				

I agree to the terms and conditions set out in the appended material transfer agreement

.....
(signed by the person named above who should be the ACTUAL USER of the resource)

.....
(dated)

A copy of the full MTA MUST be attached to the signed copy of this cover letter. The MTA itself may also require a signature on the final page.

Customer Materials Transfer Agreement

NON US CUSTOMERS

1. **Definitions**

In this Agreement:

 - 1.1 “GSL” means Geneservice Limited, whose registered office is at 2 Cambridge Science Park, Milton Road, Cambridge, CB4 0FE, UK;
 - 1.2 “GRL” means Genome Research Limited, registered charity no 1021457, of 215 Euston Road, London NW1 2BE, UK, and
 - 1.3 “Materials” means the biological materials to be supplied to the Customer under this Agreement.
2. **Delivery of the Materials**
 - 2.1 GSL shall send to each Customer the Materials in a manner consistent with the optimum stability and safe delivery of the Materials as described in the product specification sheet including protocols.
 - 2.2 GSL shall provide the Customer with any protocols of the Materials that GRL may have issued to GSL .
3. **Use of the Materials**
 - 3.1 The Customer shall ensure that the Materials are:
 - 3.1.1 not administered to human subjects;
 - 3.1.2 handled and stored in accordance with any reasonable protocols provided to the Customer under clause 2.2; and
 - 3.1.3 not made available to anyone other than personnel of the Customer engaged in carrying out the Customer’s research .
4. **Intellectual Property Rights**
 - 4.1 GSL grants to the Customer a non-exclusive worldwide royalty-free research licence to use the Materials only for the purposes of research.
 - 4.2 GSL and GRL make no warranty or representation that the Materials do not and will not infringe the intellectual property of a third party. GSL and GRL 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 Materials infringes the intellectual property of the third party.
 - 4.3 Nothing in this agreement shall operate to transfer to the Customer any intellectual property rights of GRL in the Materials.
 - 4.4 All intellectual property rights (including, without limitation, design rights, copyrights, database rights, rights in confidential information and know-how and the right to apply for patents) and all results, data and discoveries arising out of the Customer’s research shall belong to the Customer. Except as specifically provided in paragraph 4.6, GRL and GSL shall have no right or licence in respect of such intellectual property rights, results, data and/or discoveries.

4.5 In this Agreement, “**Invention**” shall mean a patentable invention developed by the customer in the course of the Investigation that relates directly and principally to the Materials.

4.6 If a Customer files any application for a patent in respect of an Invention, it shall at GRL's request and expense, grant to GRL a non-exclusive, worldwide, royalty-free licence to use for research purposes only any resultant patents solely in connection with the Materials with the right to sub-license solely in connection with the distribution of the Materials to third parties by GRL under a substantially similar agreement to this Agreement.

4.7 Each customer shall be required to ensure that any publication of the results of the Investigation shall acknowledge GRL as having made available the Materials as follows “Materials developed at the Wellcome Trust Sanger Institute” .

5. **Confidentiality**

5.1 The Customer undertakes to keep confidential any confidential information relating to the Materials that is disclosed to it by GSL. The Customer undertakes to only use such information for the purposes of the Customer's research and shall not disclose it to any person other than personnel of the Customer engaged in using the Materials to carry out the Customer's research .

5.2 Clause 5.1 shall not apply to any information that:

5.2.1 is published by and/or is contained in any publication which the Customer has published or becomes public knowledge other than through breach of this Agreement; or

5.2.2 information which is independently developed by the Customer or acquired from a third party, to the extent that it is acquired with the right to disclose it; or

5.2.3 information which was lawfully in the possession of the Customer prior to the Commencement Date; or

5.2.4 the disclosure of information to the extent required to be disclosed by law or any court of competent jurisdiction, any governmental official, any tax or regulatory authority or any binding judgement, order or requirement of any other competent authority, provided that the Customer shall inform GSL where possible prior to any such disclosure.

6. **General**

6.1 The Customer shall not be entitled to assign or otherwise transfer any of its rights or obligations under this agreement to any person except with the prior written consent of GSL.

6.2 The supply of the Materials shall be conditional on the Customer accepting that the Materials are supplied on an “as is” basis, are experimental in nature and that GSL and GRL make no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials. Save in the case of death or personal injury resulting from GRL or GSL's negligence, GRL and GSL 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 Materials and their use by the Customer.

6.3 GRL acknowledges that it understands any Invention which is licensed to GRL pursuant to paragraph 3 is licensed on an “as is” basis. The Customer excludes all warranties,

conditions or representations, express or implied, as to such Invention's safety, quality, suitability for any purpose or any other of its properties or capabilities.

- 6.4 The Customer undertakes not to make any announcement or comment upon or otherwise provide any information to any third party (other than its legal advisers) concerning this agreement without the prior written consent of GSL. Subject to clause 4.7, each Customer undertake to not use GRL's name in any publication, public announcement or other public disclosure without the consent of GRL.
- 6.5 This Agreement shall be governed by the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.