



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.

MATERIALS TRANSFER AGREEMENT

This Agreement is made on the day of

BETWEEN

(1) **Geneservice Ltd** whose principal administrative offices are at 2 Cambridge Science Park, Milton Road, Cambridge, CB4 0FE, U.K. (hereinafter called "Geneservice Ltd ")

and

(2) [*Institution*]whose principal place of business is situated at [*address*]

.....
..... (hereinafter called "the Institution").

WHEREAS

(A) The National Institute on Aging NIH (hereinafter called "NIA"), 5600 Nathan Shock Drive, Baltimore, MD 21224-6825, United States of America has developed and owns or is beneficial owner of certain materials and has agreed to allow Geneservice Ltd to distribute such materials to other research organisations on the terms set out below.

(B) The Institution wishes to obtain the said materials from Geneservice Ltd for the purposes of academic in-house research only.

(C) Geneservice Ltd agrees to provide the materials to the Institution on the terms set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. 1. DEFINITIONS AND INTERPRETATION

.1.1 In this agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

(a) "The Commencement Date" shall mean the

(b) "The Materials" shall mean all materials provided by Geneservice Ltd, including any progeny or derivatives thereof, as described in the Schedule attached hereto and which may from time to time be amended subject to written agreement between the parties.

(c) "Field" shall mean the use of the Materials for academic in-house research purposes only.

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1 of 3

1. 2. USE OF MATERIALS

2. 2.1 Upon execution of this Agreement Geneservice Ltd agrees to supply the Institution with the Materials which shall be used solely for applications within the Field.

3. 2.2 The Materials shall be used by the Institution for non-commercial research purposes only. The Institution will not further distribute the Materials to others, but will instead refer any request for the Materials to the Geneservice Ltd.

4. 2.3 The Institution agree not to use the Materials, or portions thereof, in human subjects or for primary diagnostic purposes.
5. 2.4 Investigators from the Institution are encouraged to visit the NIA website to obtain all publicly available information about the Materials. The Institution agrees that its investigators shall deposit any data generated using the Materials to a public repository at a time not later than the publication of research results generated using the Materials.
6. 2.5 The Institution shall further use NIA's designated clone names for any individual clones in reports, publications or public database entries arising out of its use of the Materials.
7. 2.6 The Institution agrees to acknowledge NIA and Geneservice Ltd as the source of the Materials in any publications reporting use of the Materials. In addition, the Institute shall cite as a reference NIA's original paper disclosing the Materials and the materials used in their construction. The Institution shall not claim endorsement by NIA in such publications.
8. **3. WARRANTIES/LIABILITIES**
9. 3.1 Both parties understand and agree that the Materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, and without any representation or warranty that the use or supply of the Materials will not infringe any patent, copyright, trademark or other right.
10. 3.2 In no event shall Geneservice Ltd be liable for any use by the Institution of the Materials transferred under this Agreement. The Institution agrees to indemnify and hold harmless the Geneservice Ltd for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from, or in connection with this Agreement or the use, handling or storage of the Materials by the Institution.
11. **4. GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of this Agreement shall be governed by English law.

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2 of 3

SIGNATURES

Name..... (please PRINT name clearly)

Signed.....

For and on behalf of

Geneservice Ltd

Name..... (please PRINT name clearly)

Signed..... For and
on behalf of the **Institution**

Name..... (please PRINT name clearly)

Signed..... by the
Principal Scientist receiving Material

SCHEDULE

Materials

The Materials are the NIA Mouse 15K cDNA Microarray and NIA Mouse 15K cDNA Clone Set.