Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20[●]

1. [Full legal name of the Provider]

and

1. [Full legal name of the RPO]

**MODEL MATERIAL TRANSFER AGREEMENT**

(INWARD: Provider to RPO)

**MATERIAL TRANSFER AGREEMENT**

**([RPO name], the recipient of the Material)**

|  |  |  |
| --- | --- | --- |
| **1.** | *Insert Provider’s name and address* | (the “**Provider**”), has collected and/or developed the materials known as:  |
| **2.** | *Insert description of materials* | and includes any constructs, strains, progeny and unmodified derivatives (as the case may be) obtained from or as a direct result of the use of the materials (together, the “**Materials**”). |
| **3.** | *Insert name of Researcher, the principal user of the materials* | (the “**Researcher**”), who is an employee of**:** |
| **4.** | *Insert name and address of the Researcher’s institution (RPO), recipient of the materials* | (the “**Institution**”) |
|  |  | and the Institution wishes to acquire a sample of the Materials for academic research relating to: |
| **5.** | *Insert description of academic research for which Materials are to be used* | (the “**Research Programme**”) to be undertaken by the Researcher. |
| **6.** | *Insert quantity of Materials to be supplied and period for which they are to be provided*  | 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 [Provider]**  |  | **For and on behalf of [Institution]** |  | **Acknowledged by the Researcher *(who is not a party to this Agreement)*** |
|  |  |  |  |  |
| Signed |  | Signed |  | Signed |
|  |  |  |  |  |
| Print name |  | Print name |  | Print name |
|  |  |  |  |  |
| Title |  | Title |  | Title |
|  |  |  |  |  |
| Date |  | Date |  | Date |

**Standard Terms and Conditions for the receipt of the 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, has access to them.
2. The Institution shall ensure that the Materials are used only for the Research Programme, subject to the following sentences of this Clause. Any intellectual property generated by the Institution using the Materials shall belong to the Institution (the “**Resulting IP**”). However, for the avoidance of doubt and notwithstanding the preceding sentence, any intellectual property that may subsist in the Materials or any copies of the Materials generated by the Institution shall belong to the Provider. The Institution may commercialise any Resulting IP so generated without restriction, subject to Clauses 4 and 5.
3. The Institution shall ensure that the Researcher and any authorised co-workers acknowledge the Provider as the source of the Materials in any publication which mentions them.
4. The Materials shall remain the property of the Provider and shall be returned on request, except for those Materials used in the creation of the Resulting IP as described in Clause 2. No licence to use any intellectual property provided to the Institution by the Provider (“**Provider IP**”) is granted or implied by this Agreement[, except that the Institution shall have a non-exclusive licence to use any Provider IP which is reasonably necessary for the commercialisation of the Resulting IP. Such licence shall be irrevocable, royalty-free, worldwide, without limit of time and with the right to sub-licence.]
5. If any revenues result from the Institution’s use of the Materials, the Provider shall be entitled to a reasonable share of any such revenues that accrue to the Institution.
6. The Institution shall ensure that the Materials are used 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.
7. 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 Institution.
8. The Institution agrees to be bound by this Agreement in consideration of the Provider making the Materials available to the Researcher.
9. The laws of the Republic of Ireland shall apply to this Agreement, and the courts of the Republic of Ireland shall have [non-]exclusive jurisdiction over any matter relating to it.