MATERIAL TRANSFER AGREEMENT

### between

### THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW

### and

### [INSERT FULL LEGAL NAME OF RECIPIENT]

# MATERIAL TRANSFER AGREEMENT

between

**THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW**, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') (the “Provider”)

and

[Insert full name of recipient], having its main administrative offices at [insert full legal address of recipient] (“Recipient”)

hereinafter referred to as “the Parties” and each of them being “a Party”

## BACKGROUND

1. The Recipient is conducting a research project under the direction of [enter Recipient Scientist] (“the Recipient Scientist”) and wishes to access and utilise [insert description of materials] as more particularly described at Schedule 1 (the “Material”) for the purpose of the Research.
2. The Provider is willing to supply the Material to the Recipient and the Recipient is willing to receive the Material in accordance with the terms and conditions contained within this agreement (the “Agreement”);

## TERMS AND CONDITIONS

It is hereby agreed as follows:

# In this Agreement, the term “Material” shall be deemed to include any supporting information or instructions supplied and any progeny and unmodified derivatives created by either Party to the Agreement. Except to the extent that Material is incorporated therein, the Materialshall not include: (a) modifications to the Material created by the Recipient within the scope of the Research (“Modifications”), or (b) other substances created by the Recipient through the use of the Materialwhich are not Modifications, progeny, or unmodified derivatives.

# The Recipient shall procure that the Material (a) is used solely for the Research under the direct supervision of the Recipient Scientist in the Recipient Scientist’s laboratory (b) will not be used for testing or treatment on human subjects or for any clinical or diagnostic purposes. The Recipient will not transfer the Material to any other body or third party or permit its use within the Recipient for any other purpose without the prior written consent of the Provider. The Recipient shall procure that they have all the necessary health and safety authorisations necessary to use the materials for the Research. **The Recipient agrees to abide by all local, national and international rules concerning the propagation, storage and transport of infectious SARS-CoV-2**.

# The Material may have inherent defects or deficiencies and is provided for research purposes only. Such Material is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. To the full extent permitted by law, any conditions or warranties imposed by such legislation are hereby excluded. It is understood that the Provider and its employees have no liability in connection with such Material or its use.

# The Provider confirms that the Material does not constitute “Relevant Material” as defined in the Human Tissue Act 2004 or “tissue” as defined in the Human Tissue (Scotland) Act 2006.

# Except to the extent prohibited by law, the Recipient hereby releases and indemnifies and shall continue to indemnify the Provider, its officers, employees and agents from all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Recipient and whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage, and any infringement of copyright, patents, trademarks, design or other intellectual property rights however arising out of the Recipient’s exercise of its rights under this Agreement and from and against all damages, costs and expenses incurred in defending or settling any such action, claim, proceeding or demand. Despite any other provision of this Agreement, the liability of a Party arising under or in connection with this Agreement shall exclude each and all of the following;

1. liability for loss of profit, revenue, goodwill, data, business opportunities, anticipated savings and damage to reputation;
2. any liability which was not reasonably foreseeable given the facts and circumstances known to the Parties as at the date of this Agreement; and
3. liability for any indirect or consequential loss.

# Nothing in this Agreement limits or excludes either party’s liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

# The Material is provided and the Research is undertaken in pursuit of the primary charitable objectives of the Parties; that is the advancement of education through research and teaching. The Provider acknowledges that the results of the Research shall belong to the Recipient (except that the Provider retains ownership rights to any Material included therein), and that the Recipient is free to publish the results of the Research. The Recipient shall acknowledge the Provider as the source of the Material in relation to any publication reporting on the use of the Material.

1. The Provider shall retain ownership of the Material and except as expressly provided, nothing in this Agreement grants the Recipient any rights over the Material or under any patents, nor any right to use, or permit the use of, any products or processes containing the Material for any profit-making or commercial purposes (“Commercial Use”). Should the Recipient wish to make Commercial Use of the Material and should the Provider be willing and able to grant a licence for such purposes, the Parties shall negotiate in good faith to agree an appropriate licence or revenue sharing agreement on fair and reasonable terms. The Recipient may licence and distribute Modifications to charitable and non-profit research organizations for non-commercial purposes.
2. Nothing in this Agreement shall prevent or impede the Provider from being able to use the Material for any purpose, including but not limited to distribution and licensing of the Material to third parties, whether public, private or third sector, for any purpose.
3. The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party which consent shall not be unreasonably withheld; provided that it shall be a requirement in all cases of assignation that the assignee undertakes to perform all outstanding obligations of the assignor as though the assignee had been an original party hereto.
4. This Agreement shall be effective from the date of signing and shall continue in force until the conclusion of the Research. Either party may terminate this Agreement by giving not less than three (3) months prior written notice to the other party.
5. The Provider may terminate this Agreement if the Recipient is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient has failed to remedy the same within twenty eight calendar days of service of a written notice from the Provider specifying the breach and requiring it to be remedied.
6. Whilst the Materials are provided at no cost, the Recipient agrees to pay any transfer, shipping or other associated costs in connection with the transfer of the Material under this Agreement.
7. The Parties shall procure that in carrying out their obligations under this Agreement, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by a Party shall not be sufficient justification for another Party not to comply with its obligations under this Agreement.

# A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## Notices

## The Provider’s representative for the purpose of receiving notices shall until further notice be:

## Head of Legal, Research Support Office, University of Glasgow, Isabella Elder Building, Glasgow G12 8QQ.

with a copy to;

Professor Massimo Palmarini, Director and Chair of Virology, MRC-University of Glasgow Centre for Virus Research, 464 Bearsden Road, Glasgow, G61 1QH

## The Recipient’s representative for the purpose of receiving notices shall until further notice be:

## [insert details]

## with a copy to:

## [insert details]

## Entire Agreement

## This Agreement constitutes the entire agreement between the parties in respect of its subject matter and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.

# This Agreement shall be governed and construed in accordance with the laws of England and the Parties agree to the exclusive jurisdiction of the English Courts.

# The Parties agree to be bound by any Special Conditions identified in the Schedule and those Special Conditions override the other terms and conditions of this Agreement to the extent of any inconsistency.

# This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| for and on behalf of The University Court of the University of Glasgow | |  | for and on behalf of [Insert full name of Recipient] | |
| Signed: |  |  | Signed: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Dated: |  |  | Dated: |  |

Schedule 1

**The Material**

Description: [Enter details]

Amounts: [Enter details]