

MATERIAL TRANSFER AGREEMENT

BETWEEN

1. [] (“Institute/Provider”)
2. [GetGenome] (“Recipient”)

Each a “Party” and together the “Parties”.

WHEREAS

- (A) Provider has collected and owns certain biological research material as set out at Schedule 1 (“the Material”). Provider wishes to transfer the Material to Recipients’ Premises for storage by the Recipient and subsequent sequencing on Provider’s behalf (“Purpose”) by (i) MicrobesNG, a microbial sequencing service provider; and (ii) any other sequencing service provider of the Recipient’s choosing (“Recipient’s Authorised Subcontractor”).
- (B) This Agreement contains the terms and conditions under which the Parties have agreed for Provider to provide Material to Recipient for the Purpose. In consideration of such supply the Parties have agreed to comply with the terms of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS

1. The term “Material” means material together with related data. Recipient will hold the Material on the terms of this Agreement and solely for the Purpose.
2. Provider undertakes that it has obtained or will obtain the Material in accordance with all relevant UK laws.
3. Recipient shall be provided with duplicates of the Material only and nothing in this Agreement shall prevent Provider from using the Material, or any progeny or derivatives of the Material, for any purpose or from providing them to third parties whatsoever.
4. Provider does not imply any direct or indirect licence or warranty with regards to the Material and its use by the Recipient and Recipient’s Authorised Subcontractor nor does it guarantee that the Material does not, or will not, infringe any rights or claims from third parties with regards to the Material, nor does it guarantee the Material’s suitability, novelty or safety for any general or specific purpose.
5. The Recipient shall be responsible for organising and arranging the transfer of the Material from the Provider and their safe transport to the Recipient’s premises or Recipient’s

Authorised Subcontractor premises (“Recipient Premises”). It is agreed by the Parties that custodianship of the Material will pass to the Recipient once it is loaded onto transport as organised by the Recipient.

6. The Recipient will be responsible for the storage and transfer of the Material to Recipient’s Authorised Subcontractor. The Recipient shall ensure that it enters into a relevant service agreement with Recipient’s Authorised Subcontractor for the transfer of Material to Recipient’s Authorised Subcontractor for the sole purpose of fulfilling the Purpose. The Recipient agrees to comply with all applicable laws, regulations and guidelines, including, for the avoidance of doubt, those relating to the use, transfer, handling and storage of biological material.
7. Recipient will not transfer or distribute the Material, or any replications, summaries, or derivatives of the Material, to any third party other than to Recipient’s Authorised Subcontractor without the prior written consent of Provider.
8. Recipient shall procure that Recipient’s Authorised Subcontractor agrees to comply with the requirements of the terms of this Agreement and use the Material only for the Purpose and not pass the Material to any third party without the prior written consent of the Provider. The Recipient shall be liable for such compliance.
9. Provider agrees to the Recipient’s Authorised Subcontractor’s terms and conditions for the supply of services to fulfil the Purpose as outlined herein at Schedule 2.
10. The Material and modifications and any copies thereof made by or in the possession of or under the control of the Recipient pursuant to this Agreement shall always remain the property of Provider and shall be immediately upon request returned or, if Provider so requests, destroyed (at the Recipient’s own cost):
 - 10.1 on termination of this Agreement on written notice by either Party or expiry of the Agreement; or
 - 10.2 if the Recipient is in breach of any term of this Agreement; or
 - 10.3 if Recipient is unable for whatever reason to fulfil the Purpose
 - 10.4 at any other time on the written request of Provider, acting reasonably.
11. Except to the extent prohibited by law, the Recipient assumes all liability for claims brought by third parties (including Recipient’s Authorised Subcontractor) resulting from use of the Material or any extracts, replications, summaries, or derivatives of the Material, by the Recipient, save where such liabilities or claims arise as a result of gross negligence or misconduct of Provider. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business, or profit, or to any indirect or consequential damages or losses.
12. The Recipient shall keep all information relating to the Material confidential, and shall not use it for any purpose other than as provided for under this Agreement. This shall not apply to information to the extent it is in the public domain, was known, without any obligation of confidence from a source other than the Provider, was developed independently by the Recipient; or is the subject of a valid subpoena or is otherwise required by law to be disclosed.

13. Provider shall retain ownership of all information and data extracted and generated by the Recipient and Recipient's Authorised Subcontractor resulting from their use of the Material and Purpose ("Results"). Recipient shall at its discretion publish non-confidential Results in accordance with usual scientific custom and will deposit an electronic copy of the Results in an institutional, centralised and/or subject-based repository.
14. Neither party shall use the names or trademarks of the other party or of any of the other party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated. The terms of this section survive the termination, expiration, non-renewal, or rescission of this Agreement.
15. This Agreement shall start from the last date of signature the Agreement ("**Effective Date**") and will expire after three (3) years.
16. This Agreement sets out the entire understanding between the parties in relation to its subject matter and supersedes any prior agreements (written or oral) between the Parties.
17. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
18. This agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, electronic signature, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed agreement.

SIGNED for and on behalf of (**PROVIDER**)

Name:	
Position:	
Signature:	
Date:	

SIGNED for and on behalf of (**RECIPIENT**)

Name:	
Position:	
Signature:	
Date:	

SCHEDULE 1

THE MATERIAL

(Please list the organisms (biological research material: MATERIAL) you intend to ship))

SCHEDULE 2

Recipient's Authorised Subcontractor T&Cs