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

**(1) [*Full legal name of the Provider*]**

and

(2) **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY**

**MATERIAL TRANSFER AGREEMENT**

(INWARD)

**MATERIAL TRANSFER AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **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.** |  | **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY**whose principal address is at Maynooth, County Kildare, Ireland (the “**University**”) |
| **5.** | *Insert description of academic research for which Materials are to be used* | and the University wishes to acquire a sample of the Materials for academic research relating to:(the “**Research Programme**”) to be undertaken by the Researcher, as more particularly described in Annex I. |
| **6.** | *Insert quantity of Materials to be supplied and period for which they are to be provided*  | The Provider is willing to provide the University with a sample of **\_\_\_\_\_\_\_\_\_** of the Materials for a period of **\_\_\_\_\_\_\_** (the “**Term**”) on the terms and conditions shown overleaf, and the University agrees to comply with those terms and conditions. |

**Each person executing this Agreement represents to the Parties other than he or she represents, that he or she has the authority to sign on behalf of the Party which he or she purports to bind:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For and on behalf of [Provider]**  |  | **For and on behalf of NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY** |  | **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 University 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 University 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 University using the Materials shall belong to the University (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 University shall belong to the Provider. The University may publish, commercialise and otherwise use any Resulting IP so generated without restriction, subject to Clauses 4 and 5.
3. The University 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 University by the Provider (“**Provider IP**”) is granted or implied by this Agreement, except that the University 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 University’s use of the Materials, the Provider shall be entitled to a reasonable share of any such revenues that accrue to the University.
6. The University shall ensure that the Materials are used in accordance with good laboratory practice and due skill and care and shall ensure compliance with any applicable laws and regulations governing the University’s transportation, keeping or use of the Materials.
7. The University shall reimburse the Provider for any reasonable and vouched shipping and related costs that may be incurred when preparing and sending the Materials to the University.
8. The University agrees to be bound by this Agreement in consideration of the Provider making the Materials available to the Researcher.
9. This Agreement may be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each Party has executed and delivered at least one original counterpart.
10. This Agreement sets out the entire agreement between the parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The parties acknowledge that they are not relying on any representation, agreement, term or condition which is not expressly set out in this Agreement and that save as expressly set out in this Agreement, all warranties, conditions, representations, statements, terms and provisions express or implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.
11. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties. A party has no authority or power to bind, to contract in the name of, or to create a liability for, the other party in any way or for any purpose.
12. The laws of Ireland shall apply to this Agreement, and the courts of Ireland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with it.

**Annex I**

 **Research Programme**