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

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

and

**(2) [*Full legal name of Recipient*]**

**material transfer agreement**

(OUTWARD)

**MATERIAL TRANSFER AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **1.** |  | **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY**whose principal address is at Maynooth, County Kildare, Ireland (the “**University**”), has collected and/or developed the materials known as  |
| **2.** | *Insert description of materials* | and includes any constructs, strains, progeny, derivatives, portions, improvements and components (as the case may be) obtained from or as a 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 Researcher’s employer, the recipient of the materials* | (the “**Recipient**”) |
|  |  | and the Recipient 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 in accordance with Annex I. |
| **6.** | *Insert quantity of Materials to be supplied and period for which they are to be provided*  | The University is willing to provide the Recipient with a sample of **\_\_\_\_\_\_\_\_\_** of the Materials for a period of **\_\_\_\_\_\_\_\_\_** (the “**Term**”) on the terms and conditions shown overleaf, and the Recipient 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 NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY**  |  | **For and on behalf of [Recipient]** |  | **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 release of Materials**

1. The Recipient shall keep the Materials secure at the Researcher’s laboratory and ensure that no-one other than the Researcher and authorised co-workers (“**Co-workers**”) has access to them.
2. The Recipient shall ensure that the Materials are used only for the Research Programme and not for any commercial purpose or commercially-sponsored research without the prior written consent of the University even if those purposes are being pursued in the Researcher’s laboratory.
3. The Recipient shall not supply the Materials to any other party. The Materials shall under no circumstances be used in or for the treatment of humans.
4. The Term may be extended with the prior written agreement of the University. Permission to extend the term of this Agreement must be sought by the Recipient three (3) months before the expiry of the Term.
5. The Recipient shall ensure that the Researcher and the Co-workers acknowledge the University as the source of the Materials in any publication which mentions them. The Recipient shall send the University a copy of any reports or publications which describe work carried out using the Materials in advance of their publication, and shall make available on request any raw data and the University shall be entitled to use all such data, reports and publications and make them available to third parties.
6. The Materials (and any copies thereof made by or in possession of or under the control of the Recipient) shall be and remain the property of the University and shall be immediately returned (or if the University so requires, destroyed) (i) on termination of this Agreement, or (ii) if the Recipient is in breach of any provision of this Agreement, and (iii) at any other time on request of the University.
7. No licence under any University intellectual property is granted or implied by this Agreement.
8. In the event that the Recipient, the Researcher or the Co-workers make or observe any new discovery, improvement or invention (“**Invention**”) relating to the Materials or as a direct result of the Research Programme, the Recipient will promptly bring this to the attention of the University. The Recipient shall not, and shall ensure that the Researcher and the Co-workers shall not, make, or seek to make, actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention except with the prior written consent of the University. The Recipient hereby grants the University a perpetual, irrevocable, worldwide, royalty free, fully paid-up, transferable, sub-licensable right and licence to use Inventions for non-commercial research, publication and teaching purposes.
9. If any revenues result from any use of the Materials by the Recipient, the Researcher or the Co-workers, the University shall be entitled to a reasonable share of any such revenues.
10. The Recipient shall ensure that the Researcher and the Co-workers use the Materials 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.
11. The Materials are supplied without cost but the Recipient shall reimburse the University for any reasonable shipping and related costs that may be incurred when preparing and sending the Materials to the Researcher.
12. The Materials are experimental in nature and the University makes no representation and gives no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, the University gives no warranty that (i) it owns all necessary property and other rights in the Materials and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party, or (ii) the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe, or non-toxic.
13. The University shall have no liability to the Researcher, the Co-workers or the Recipient, whether in contract, tort, negligence or otherwise, in relation to the supply of the Materials to the Researcher, the Co-workers or the Recipient or their use or keeping by the Researcher, the Co-workers, or the Recipient or by any other person, or the consequences of their use, to the maximum extent permitted under applicable law. The Recipient shall indemnify the University from and against all Claims and Losses arising from such supply, use or keeping, including Claims and Losses arising from: (i) injury to the Recipient's employees and third parties; (ii) infringement of third party intellectual property rights; and (iii) use of the Materials within or outside the scope of this Agreement.
14. For the purposes of this Agreement, (i) “**Claims**” shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort, negligence or otherwise); and (ii) “**Losses**” shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
15. If the University seeks indemnification pursuant to Clause 13, the University shall provide prompt written notice to the Recipient of the initiation of any action or proceeding that may reasonably lead to a claim for indemnification. Upon receipt of such notice, the Recipient shall have the right to assume the defence and settlement of such action or proceeding, provided that it shall not settle any action or proceeding without the University’s prior written consent. The University and the Recipient shall co-operate with each other in the defence of such claim.
16. The Recipient agrees to be bound by this Agreement in consideration of the University making the Materials available to the Researcher.
17. No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
18. 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.
19. 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.
20. 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.
21. 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**