

Material Transfer Agreement

This agreement is made this day of by and between, the Secretary of State for Environment, Food and Rural Affairs of Nobel House, 17 Smith Square, London SW1P 3JR ("the Secretary of State") acting through the **Veterinary Laboratories Agency**, Addlestone, Surrey, United Kingdom (hereinafter called "Provider") and

(hereinafter called "Recipient")

The parties have agreed as follows:

1. Provider agrees to transfer to Recipient the following (biological) material:

(hereinafter called "Material")

2. This Material will be used by Recipient solely in connection with the project described as follows:

(hereinafter called "Research Project")

3. This Material will only be used for Research purposes by Recipient in its laboratory under suitable containment conditions. Subject to Clause 4, this Material will not be used for any commercial purposes such as production or sale of commercial products or services, for which a commercialisation licence may be required. Recipient will promptly after termination of the Research Project inform Provider of the results of the Research Project.
4. If Recipient wishes to use the Material to develop tests or commercial products Recipient will promptly notify provider. Provider agrees to give due consideration to a request for a non-exclusive, royalty bearing licence to allow such commercial use. The Secretary of State shall have the right to purchase the test or product at cost price or have a royalty free licence for use on Crown Business.
5. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of five (5) years from the date of its disclosure, any of Provider's written information about this Material that is stamped "CONFIDENTIAL" (hereinafter "Confidential Information"), except for information that was previously known to Recipient or that is or becomes publicly available through no fault of Recipient or which is lawfully disclosed to Recipient without a confidentiality obligation. Recipient may publish or otherwise publicly disclose the results of the Research Project, only if Provider has reviewed the

- proposed disclosure, and has given its written consent to such publication or disclosure. In all such oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Material unless requested otherwise.
6. This Material is considered proprietary to Provider. Recipient therefore agrees to retain control over this Material, and further agrees not to transfer the Material to other people not under its supervision without prior written approval of Provider. Provider reserves the right to distribute the Material to others and to use it for its own purposes.
7. This Material **is being supplied to Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.** Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties. Recipient agrees to hold harmless and indemnify Provider for all liabilities, demands, damages, expenses and losses arising out of or as a result of Recipient's use of the Material for any purpose.
8. Nothing in this Material Transfer Agreement shall or may be construed as granting Recipient any right or licence to the Material for any use other or further than the evaluation described here above.
9. This Agreement shall be governed and construed in accordance with English Law.

Recipient address	<input type="text"/>
	Postcode <input type="text"/>
Signature	<input type="text"/>
Name and Title	<input type="text"/>
Date	<input type="text"/>
Contact name	<input type="text"/>
Tel. no.*	<input type="text"/>

*(including national dialling code)

Veterinary Laboratories Agency, Addlestone, Surrey, United Kingdom	
Signature	<input type="text"/>
Name and Title	Mr Christopher Morrey, Business Director
Date	<input type="text"/>
VLA contact	<input type="text"/>
Tel. no.	<input type="text"/>