

MATERIAL TRANSFER AGREEMENT

THIS AGREEMENT is made the ___ day of _____ 20__ between

THE UNIVERSITY OF BRISTOL of Beacon House, Queens Road, Bristol BS8 1QU, ("the University"), acting through the AVON LONGITUDINAL STUDY OF PARENTS AND CHILDREN of the Bristol Medical School, Oakfield House, Oakfield Grove, Clifton, Bristol BS8 2BN ("ALSPAC"),

and

..... of (referred to as "the Recipient")

Hereafter referred to collectively as "Parties" and individually as "Party".

BACKGROUND:-

The University, through ALSPAC, has collected and owns certain biological research material provided by participants in the Avon Longitudinal Study of Parents and Children ("Study Participants"). An employee of the Recipient, named in the Appendix ("Investigator"), wishes to use certain of the material held by ALSPAC ("the Material") as set out in the Appendix . The Material is to be used by the Recipient in the research described in the Appendix ("the Research") and agreed by the ALSPAC Executive Committee. ALSPAC is willing to supply the Recipient with the Material for a period of one year to conduct the Research under the terms and conditions of this Agreement.

NOW IT IS AGREED by the Parties as follows:-

1. That the Investigator and other relevant employees of the Recipient involved in the Research have read and will abide by the "ALSPAC Access Policy" at http://www.bristol.ac.uk/media-library/sites/alspac/documents/researchers/data-access/ALSPAC_Access_Policy.pdf. All future correspondence pertaining to the Material and the Research should be addressed to ALSPAC.
2. The Material remains the property of the University. There is no transfer or licence or implied transfer or licence of rights in the Material from the University to the Recipient including all intellectual property rights. This Agreement does not restrict the rights of ALSPAC to distribute the Material to other institutions or to publish any document relating to the Material.
3. The Recipient will use the Material in accordance with good laboratory practice and shall ensure compliance with all applicable laws, regulations and research governance pertaining to the Research.
4. The Recipient will retain the Material in a secure location on its premises and will not permit the Material or any part of it to come into the possession or control of any other organisation or any individual other than those employees who are involved in the Research described in the Appendix under direct supervision of the Recipient. The Recipient will ensure that suitable systems are in place for the tracking of Material while in its possession. The Recipient will not transfer the Material in whole or in part to third parties without the relevant third party entering into a separate Material Transfer Agreement with ALSPAC.
5. The Recipient will use the Material only to carry out the Research described in the Appendix to this Agreement, and only for Research that has appropriate ethical approval. The Recipient will not use the Material or any parts thereof for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties.
6. The Recipient will not use the Material in any experiments involving humans and will not use the Material in contact with any cells or other materials to be infused into humans. If animal studies have been proposed, Investigator has considered *in vitro* approaches to the research and has followed the applicable guidelines for animal experimentation regarding such work.
7. The Recipient will use all reasonable endeavours to ensure that the Material in its possession or under the control of the Recipient as soon as possible be returned or destroyed upon (i)

the reasonable request of ALSPAC; or (ii) on termination of this agreement; or (iii) in the event that either Party is in breach of any of the conditions of this Agreement; or (iv) the consent of the relevant Study Participant is withdrawn. If the Recipient is required to destroy the Materials then it will ensure that this is done in compliance with all applicable laws and regulations and will confirm in writing to ALSPAC that the Materials have been destroyed.

8. The Recipient will keep ALSPAC informed of the results of the Research ("Results") every 6 months. The University will own all Results directly relating to the Study Participants for the purposes of incorporation into ALSPAC. All other results generated by the Research shall be the property of the Recipient save that the Recipient grants to the University a royalty-free, irrevocable, perpetual non-exclusive right to use such Results for internal non-commercial research and teaching. The Recipient will provide ALSPAC with a fully documented electronic copy of the Results before publication in any form or within 6 months of the completion of the Research whichever is the sooner.
9. The Recipient will acknowledge ALSPAC and include as authors those University employees identified by the ALSPAC Executive Committee who have played a key scientific role in the generation of the Material in all publications relating to the Research and Results. The ALSPAC Executive Committee will be given the opportunity to review any papers intended for publication at least 14 days prior to submission.
10. The Recipient will keep the Materials and any data provided by ALSPAC confidential and will not try to identify Study Participants.
11. The Recipient will not try to link any data provided by ALSPAC to other ALSPAC data held by different recipients or by the same Recipient for different projects.
12. The Materials are supplied without cost but the Recipient shall reimburse ALSPAC for any reasonable costs that may be incurred when preparing and sending the Materials to the Recipient.
13. ALSPAC accepts no liability in connection with the Recipients use of the Material. ALSPAC does not represent that (i) the Materials are of satisfactory quality or fit for any particular purpose; or (ii) use of the Material is free from infringement of third party rights, including intellectual property rights. To the extent permissible by law the Recipient will indemnify and hold the University harmless for any damages howsoever arising from Recipient's use of the Material.
14. The Recipient will neither assign, transfer, mortgage, charge nor part with any of its interests, rights, duties or obligations under this Agreement.
15. This Agreement will be governed by the laws of England and shall be subject to the jurisdiction of the English Courts. This clause shall not prevent a party from seeking interim relief in any court of competent jurisdiction.

AGREED BY THE PARTIES through their authorised signatories

SIGNED for and on behalf of THE UNIVERSITY OF BRISTOL:

Name:

Date:

SIGNED for and on behalf of RECIPIENT:

(1) Authorised signatory of Recipient

Name: Date:

(2) Signature of Investigator:

Name: Date:

We require two signed original copies (not photocopies) one for our records and the other we will return to you.

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APPENDIX

Project number:

Investigator:-

Description of Research:-