

**MATERIAL TRANSFER AGREEMENT**

**Between**

(1) Uppsala University, [Department of…], [Address] (hereinafter referred to as “UU”),

(2) [Name], [Address] (hereinafter referred to as “Recipient”)

 Each also referred to as Party and together as Parties.

**1. Background**

[Please give the background to and reason for the transfer of material, e.g. if the parties are jointly involved in a research project.]

UU is in possession of certain material, which is to be transferred to the Recipient for [Please pinpoint how the Recipient will use the material] (hereinafter referred to as the “Purpose”).

The Recipient will receive the material and UU agrees to provide such material to Recipient for the Purpose and in accordance with the terms of this Material Transfer Agreement.

**2.** **Access to material**

2.1The material covered by this agreement consists of [describe the material] (the “Material”).

 **3.** **Delivery of material**

3.1The Material will be provided to the Recipient after the signature of this Material Transfer Agreement by both Parties. The Material will be sent to Recipient to the attention of [name] (“Recipient’s Principal Investigator”) at the following address

[complete with recipient address].

Contact person at UU is [Name and contact information].

3.2 In return of being provided with the Material, Recipient shall compensate UU with [Complete with sum or, if the Material is provided free of charge, indicate zero] SEK, excluding VAT.

 [In addition, all costs associated with the transport and delivery of the Material will be covered by the Recipient.]

3.3 Any payment according to Clause 3.2 shall be made upon receipt of an invoice, which will include the payee information. The invoice shall be addressed to [complete with billing address]. Payment shall be made within 30 days of the date on the invoice. In cases of delayed payment, UU has the right to debit an interest on overdue payment.

**4. Permitted use**

4.1 The Recipient undertakes to retain control over the Material at all times, and not to give any third party access to the Material without UU’s prior written approval. The Recipient further undertakes not to use the Material for any other purpose than the Purpose. Any and all other uses than in accordance with the Purpose are expressly prohibited and may not be pursued by the Recipient, Recipient’s Principal Investigator, any other member of the Recipient’s Principal Investigator’s laboratory, or any other party without UU’s prior written approval. The Material will not be used for commercial purposes such as screening, production, or sale, for which a commercial license is required.

4.2 The Material will only be used under suitable containment conditions. The Recipient is aware of and accepts the Material with the knowledge that that the hazardous and toxicological properties may not be completely investigated and not fully known. The Material shall therefore be handled as if it is hazardous until its properties are fully investigated and Recipient shall advise any person who may come in contact with the Material, including but not limited to researchers, technicians, and research subjects, of such unknown properties and that the Material should be handled as if it is hazardous. Recipient will inform UU in writing of any adverse effects experienced by persons handling the Material

4.3 The Recipient will always use the Material in compliance with all applicable legislation, regulations and ordinances.

**5.** **Confidential information**

5.1 Recipient agrees to treat in confidence for a period of three (3) years from the date of its disclosure by UU any and all of UU’s information about the Material (“Confidential Information”), except for information that was previously known to Recipient, is, on the date of disclosure, publicly available, or is disclosed after the date of this agreement to Recipient by a third party without breach of an obligation of confidentiality or is developed independently by Recipient without use of the Confidential Information. Notwithstanding the foregoing, the Recipient shall be entitled to disclose information about the Material in order to comply with applicable laws or regulations or with a court or administrative order.

**6.** **Publication**

6.1 Recipient may publish results from the permitted use of the Material provided the following:

* The publication is in accordance with generally accepted academic standards.
* UU is granted sixty (60) days to review the proposed publication prior to dissemination to verify that it does not contain Confidential Information. [If requested in writing by UU within the sixty (60) days review period, the Recipient’s Principal Investigator and Recipient shall withhold the dissemination of the publication, and shall secure that the dissemination of the publication is withheld, for an additional period of sixty (60 days) days to allow for the filing of a patent application or the taking of such measures as UU deems appropriate to ensure the protection of its inventions or other property rights.]

Recipient agrees to provide UU with a copy of the final publication. Recipient will acknowledge UU as the source of the Material in any publications containing any data or information about the Material unless UU indicates otherwise. [The acknowledgement shall state at least the following: ++]

**7.** **Ownership and rights of use**

7.1 Title to the Material and any property rights therein vest in UU (or whomever UU designates). Unless expressly stipulated in this agreement, neither UU’s interest in the Material nor any other proprietary rights are assigned to the Recipient. Recipient agrees that it will promptly disclose to UU all results made through the use of the Material and will grant UU a non-exclusive, worldwide, royalty-free and perpetual license to use the same for non-commercial research and educational purposes. Disclosure of such results shall at first hand be to the designated contact person of UU (see Clause 3.1).

**8.** **Warranties and indemnification**

8.1The Material is provided as a service to the research community.THE MATERIAL IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS, OR THAT THE MATERIAL CAN BE USED WITHOUT RISK. UU makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties.

8.2 In no event shall UU be liable for any use by Recipient of the Material or any loss, claim, damage or liability which may arise from or in connection with this agreement or the use, handling, storage or transportation of the Material. Recipient shall indemnify and hold harmless UU and any of its employees from and against any loss, claim, damage or liability incurred by UU as a result of any acts or omissions of Recipient or the use, handling, storage or transportation of the Material under this agreement.

9. Term and termination

9.1 This agreement shall enter into force when signed by both Parties and shall remain in force until [date].

9.2 This agreement may be terminated by either Party for any reason by giving the other Party thirty (30) days written notice.

9.3 UU shall have the right to terminate this agreement with immediate effect if Recipient is in breach of its obligations under this agreement.

9.4 Upon completion of the Purpose or earlier termination hereof, the Recipient will discontinue all use of the Material and, upon UU’s instructions, return or destroy the Material.

**10.** **Force majeure**

10.1 Neither party to this agreement shall be liable to the other nor held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents or any other cause or contingency whatsoever beyond its control.

**11.** **Governing law**

11.1 This agreement shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled amicably through negotiations. If the parties are unable to settle a dispute through negotiations, the dispute shall be referred to the District Court in Uppsala (Uppsala tingsrätt). If both Parties are governmental agencies of the Swedish state, the dispute shall instead be settled by a superior governmental body for final decision.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| Date: | Date: |
| UPPSALA UNIVERSITET | [NN] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Head, Department of [department] | Title: |
|  |  |
| Contact person at UU:Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Recipient’s Principal Investigator:Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |