

MATERIAL TRANSFER AGREEMENT FOR RESEARCH PURPOSES

This Agreement **XX/XX/20XX** is entered into between:

1. **NHS Trust: XXXXXX** whose administrative offices are at **XXXXXXXXXX** ('the Provider'); and
2. **Recipients institution: XXXXXX**, whose administrative address is **XXXXXXXXXXXXXXXXXX** ('the Recipient').

Background

The Provider is taking part in a study entitled: **BRAIN UK Ref Study Title: XXXXXXXXXXXXX** ('the Study') sponsored by **XXXXXXXXXXXXXXXXXXXXXX**

The Recipient wishes to obtain samples of **XXXXXXXXXXXXXX** ('the Material(s)') for analyses as set out in the approved Protocol which is attached at Schedule 1 ('the Purpose').

It is hereby agreed as follows:

1. The Provider agrees to transfer the Material(s) from the Provider's Premises to the Recipient's Premises at **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**
2. in accordance with any special provisions set out in the Protocol.
3. The Material(s) are provided without cost except that, unless otherwise agreed. However, the Recipient agrees to reimburse the Provider for any reasonable shipping and related administrative costs which will be payable on receipt of invoice and in accordance with the payment instructions therein.
4. The Recipient shall accept custody of the Material(s) from the point of physical delivery of the Material(s) to the Recipient's premises in accordance with the terms of this Agreement. However the Material(s) shall at all times remains the 'property' of the Provider and the Recipient shall return immediately to the Provider upon request in writing the Material(s).
5. The Recipient shall keep the Material(s) secure at the Recipient's laboratory and ensure that access to the Material(s) is restricted to the Recipient, authorised co-workers and agents and that such Material(s) shall only be used for the Purpose.
6. The Provider warrants that it has obtained or will obtain the Material(s) in accordance with all applicable laws and guidelines (including but not limited to the Human Tissue Act 2004 and the Human Tissue Authority Codes of Practice).
7. The Recipient warrants that the Material(s) will be handled, stored, used and disposed of in accordance with the Human Tissue Act 2004 and any amendments thereto and in accordance with Good Laboratory Practice and the highest standards of care and skill.
8. The Recipient agrees not to transfer or dispose of any part of the Material(s) to any third party without the prior approval in writing of the Provider and the relevant Research Ethics Committee.

9. All documents and information provided along with the Material(s) including patient data shall be considered Confidential Information and must not be disclosed to any other person other than to fulfil the obligations under this Agreement. Such information shall be dealt with in accordance with the Protocol (whether coded, anonymised or pseudonymised) and with the Data Protection Act 1998 as amended.
10. The Provider makes no representation and gives no warranty or undertaking in relation to the Material(s). In particular, without limiting the foregoing, the Provider gives no warranty whatsoever as to its properties, quality, fitness for any particular purpose, freedom from infectious agents, biologically active contaminants or any other communicable disease. It is the sole responsibility of the Recipient to ensure that the Material(s) is of satisfactory quality, free from infection and fit for the Purpose.
11. The Recipient shall indemnify and hold harmless the Provider from and against any and all direct claims (whether criminal or civil, in contract, tort or otherwise), proceedings, losses (including non-pecuniary losses, non-pecuniary losses, damages, legal costs and other expenses), demands and liabilities arising from the use by the Recipient of the Material(s) to the maximum extent permissible by law.
12. This Agreement shall continue from the date of final signature as recorded at the head of this Agreement until completion of the study or as mutually agreed otherwise between the Parties in writing. The Provider may also terminate this Agreement at any time providing thirty (30) days prior notice in writing unless the Recipient commits a material breach of its obligations under this Agreement, in which case the Provider shall be entitled to terminate this Agreement with immediate effect and order the return, destruction or disposal of the Material(s) as it sees fit.
13. This Agreement may not be amended unless in writing between the Parties and the Recipient may not assign any or all of its rights or obligations under this Agreement without the prior written consent of the Provider.
14. Where any other agreement exists between the Parties, the clause(s) of conflict with any clause(s) in this Agreement, the terms of this Agreement shall prevail in so far as they apply to the Material(s).
15. This Agreement shall be construed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

AGREED BY THE PARTIES THROUGH THEIR AUTHORISED SIGNATORIES:

For an behalf of the Provider:		For and on behalf of the Recipient:	
NAME		NAME	
TITLE		TITLE	
DATE		DATE	