**Material Transfer Agreement**

**Between

ALFRED HEALTH** ABN 27 318 956 319 a body corporate established under the *Health Services Act* 1988 (Vic) of 55 Commercial Road, Melbourne, Victoria (“**Alfred Health**”)

**And

[Insert full business name and address of Recipient Institution]** (“Recipient”) on behalf of [XXXXXXXXXXXXXXXXXXXXXXX] (“Recipient Investigator”)

A. Alfred Health through the Alfred Health Researcher has collected and/or developed the Material.

B. Recipient wishes to acquire a sample of the Material for the Purpose.

C. Alfred Health is willing to provide a sample of the Material to Recipient for the Term subject to the terms of this Agreement.

1. **Definitions**. In this Agreement, unless expressed or implied to the contrary, the following definitions apply:

***Alfred Health Researcher*** means the researcher identified in the Schedule.

***Commercial Purposes*** means any commercial or profit generating purpose including the sale, lease of other transfer of the Material and includes uses of the Material by any organisation, including Recipient, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material.

***Confidential Information*** means information disclosed by Alfred Health to the Recipient in relation to the Material, Purpose or otherwise (whether in written, oral or other form) including but not limited to know how, techniques, practices, processes, inventions and ideas but does not include information which: a) was lawfully in the Recipient’s possession or control prior to the date of disclosure; b) was in the public domain or enters into the public domain through no improper act on the Recipient’s part or on the part of any of the Recipient’s employees; c) is given to the Recipient from sources independent of Alfred Health; d) was independently developed by the Recipient without the knowledge of the Confidential Information provided by Alfred Health as evidenced by contemporaneous written records; e) must be disclosed for minimum lawful compliance with court orders, regulations or statutes.

***Material*** means the material in the amounts described in the Schedule**.**

***Purpose*** means the purpose described in the Schedule.

***Term*** means the term described in the Schedule.

1. **Provision of Material.** Alfred Health will provide to the Recipient the Material.
2. **Use of Materials.** Alfred Health grants Recipient a non-exclusive licence to use the Material solely for the Purpose. The Recipient and Recipient Investigator agree that the Material: a) will not be used directly or indirectly for any Commercial Purpose or commercially-sponsored research; b) will not be used in humans or for diagnostic purposes without the prior written consent of Alfred Health; c) will be kept secure, only be used at the Recipient organisation and only in the Recipient Investigator’s laboratory under the direct supervision of the Recipient Investigator or others working under his/her direction; and d) will not be sequenced, modified or otherwise altered without the prior written consent of the Alfred Health.
3. **Safety.** The Material delivered pursuant to this agreement may be experimental in nature and have hazardous properties. The Recipient is responsible for the safe handling and storage of the Material and agrees to comply with any safety precautions accompanying the Material.
4. **Comply with laws.** In carrying out the Purpose and in the storage and use of the Material, the Recipient will exercise all reasonable care, employ good laboratory practice and will comply with any applicable laws and regulations governing the transportation, keeping, use or disposal of the Material.
5. **Transfer of Material.** The Recipient must not supply the Material to any third party and the Recipient and the Recipient Investigator will refer to Alfred Health any request for the Material, from anyone other than those persons working under the Recipient Investigator's direct supervision.
6. **Ownership of Materials.** Alfred Health retains ownership of the Material. Alfred Health has the right to use or permit others to use the Material at any time for any purpose. Recipient obtains no ownership rights in the Material by virtue of the transfer by Alfred Health under this Agreement. Except as provided in this Agreement, no express or implied licences or other rights to any part of the Material are provided to the Recipient.
7. **Confidential Information.** The Recipient must hold and procure the holding of any Confidential Information in strict confidence. The Recipient must not disclose the Confidential Information to any person except to such of its directors, officers and employees who need to know for the Purpose. The obligations under this clause 7 will expire five (5) years from expiration or termination of this Agreement.
8. **Inventions**. If in using the Material for the Purpose, the Recipient derives information or knowledge or makes a discovery, improvement or invention (“Invention”) relating to or arising from the use of the Material the Recipient agrees to promptly notify Alfred Health of such an Invention on a confidential basis. If registerable, ownership of and the rights residing in any such Invention will be negotiated in good faith recognising the contribution of the parties in making such Invention and subject to applicable laws and regulations governing inventorship. Should any Inventions be deemed to be owned by the Recipient, the Recipient grants Alfred Health a non-exclusive, perpetual, royalty-free licence to use that Invention for non-commercial internal research. All intellectual property that was created by a party prior to entering into this Agreement or independently from the research being performed as part of this Agreement (***Background IP***) remains the property of the party who created it.
9. **Results.** The Recipient agrees to inform Alfred Health of any results in connection with use of the Material.
10. **Publication.** The Recipient may publish any results derived from its use of the Material, provided a) any publications acknowledge the contribution of Alfred Health and the Alfred Health Researcher as being involved in the development or contribution of the Material; and b) a copy of the proposed publication is provided to Alfred Health forty five (45) days prior to proposed publication, for the purpose of determining whether it contains Confidential Information or intellectual property owned by Alfred Health. Alfred Health may require amendment of the proposed publication or seek a delay in publication if Alfred Health has a patent application which would be prejudiced by publication. The parties will negotiate in good faith the extent of any amendment or period of delay. In no case should the delay exceed ninety (90) days.
11. **Term and Termination.** Unless otherwise terminated in accordance with this clause 12, this Agreement will expire at the end of the Term unless extended by mutual written agreement of the parties. A party may terminate this Agreement upon thirty (30) days written notice to the other. Upon expiration of this Agreement or termination by written notice, whichever is earliest, the Recipient will cease using the Material and promptly return to Alfred Health any unused portion of the Material at the Recipient’s cost and expense or destroy the Material at the request of Alfred Health. The rights and obligations of both parties in clauses 5, 7, 8, 9, 11, 13 and 14 will survive termination of this Agreement for whatever cause.
12. **No warranties.** Alfred Health a) makes no representations and extends no warranties of any kind, either expressed or implied that the use of the Material is fit for any purpose or any particular purpose or will not infringe any patent, copyright, trademark, or other proprietary rights; and b) excludes all statutory or implied conditions and warranties to the extent permitted by law and where such conditions or warranties cannot legally be excluded, such liability is limited to supplying the Material again or paying the cost of having the Material supplied again (if such is possible).
13. **Liability.** Recipient acknowledges and agrees that, to the extent permitted by law, Alfred Health will not be liable for any loss or damage (whether direct or indirect, special or consequential) arising from the Material or the Recipient’s use, application, storage or disposal or destruction of the Material except to the extent that such damage or loss is a direct result of the negligence or misconduct of Alfred Health.
14. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding of the parties in relation to the Material. Nothing in this Agreement will be construed so as to oblige either party to enter into any further agreement. The Recipient may not assign this Agreement without the prior written consent of Alfred Health. No modification will be effective unless in writing and signed by the parties. This Agreement will be validly executed is signed in counterparts, together which will constitute one agreement.
15. **Governing Law.** The laws applicable in the State of Victoria, Australia will apply to this Agreement, and the Victorian courts will have exclusive jurisdiction.

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| **Signed for and on behalf of Alfred Health by its duly authorised Representative**:Signature:Name:Title:Date: | **Signed for and on behalf of Recipient by its duly authorised Representative:**Signature:Name:Title:Date: |
| **Read and understood by Recipient Investigator:**Signature:Name:Date: |

**Schedule**

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| **Alfred Health Researcher:** |  |
| **Material:** |  |
| **Purpose:** |  |
| **Term:** One (1) years from the date of the last signature to this Agreement. |  |