

Material Transfer Agreement

Please complete and sign this agreement then return to the Culture Collections

See appendix 1 for name and catalogue numbers of the cell lines which require this form.

This Agreement is dated	Date:	and shall continue in effect for two (2) years thereafter.
BETWEEN		
CULTURE COLLECTIONS whose principal place of business is at Public Health England (PHE), Porton Down, Salisbury, Wiltshire, SP4 0JG, UK		
AND		
Organisation (Name of legal entity): 		
Full Address (The Recipient): 		
Contact Name: 		
Telephone: 	Email: 	

RECITALS

The Culture Collections has agreed to supply one or more SCREENflex™ cell lines (as listed in Appendix 1) (the "Materials") to the Recipient. In this Agreement, the "Materials" shall include any and all materials, documents and information that the Culture Collections may provide to the Recipient under or in connection with this Agreement, and any constructs, strains, derivatives, portions, progeny or improvement obtained from or as a result of the use of the Materials.

IT IS AGREED as follows:

1. The Recipient shall keep the Materials secure at the Recipient's laboratory and shall not be removed from the Recipient's address. The Recipient shall ensure that no-one other than the Recipient and authorised co-workers have access to them. The Recipient undertakes to ensure that the Materials are appropriately safeguarded to prevent theft or unauthorised access. **THE MATERIALS ARE NOT TO BE TRANSFERRED TO OR USED IN THE UNITED STATES OF AMERICA.**
2. The Recipient shall use the Materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws, regulations and administrative guidelines governing the transportation, keeping or use of the Materials.
3. The Recipient shall not supply the Materials to any other party without the prior written agreement from the Culture Collections.

4. The Recipient shall use the Materials only for research use and not for any commercial purpose or commercially-sponsored research even if those purposes are being pursued in the Recipient's laboratory without the prior written consent of the Culture Collections.
5. The Materials and any copies thereof made by or in the possession of or under the control of the Recipient pursuant to this Agreement shall remain the property of the Culture Collections and shall be immediately returned (i) on termination of this Agreement, or (ii) in the event that the Recipient is in breach of any of the conditions of this Agreement, and (iii) at any other time on request of the Culture Collections. If the Culture Collections so dictates the Materials should be destroyed under the circumstances that might arise under this Clause 7 and authenticated certificates of destruction shall be provided to the Culture Collections.
6. The Recipient shall not acquire any proprietary rights in the Materials therein and no licence under any Public Health England (PHE) intellectual property is granted or implied by this Agreement.
7. No licence under any PHE intellectual property is granted or implied by this Agreement.
8. The Recipient shall acknowledge Culture Collections of Public Health England as the source of the Materials in any publication which mentions them. The Recipient shall send the culture Collections a copy of any reports or publications which describe work carried out using the Materials.
9. The Materials are experimental in nature and PHE makes no representation and gives no warranty or undertaking, in relation to them. As examples, but without limiting the foregoing, PHE gives no warranty: (i) that it owns all necessary property and other rights in the Materials and that their use will not infringe any patent, copyright, trade mark or other right owned by any third party; or (ii) that the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe or non-toxic.
10. PHE shall have no liability to the Recipient, whether in contract, tort or otherwise, in relation to the supply of the Materials to the Recipient or their use or keeping by the Recipient or by any other person, or the consequences of their use, to the maximum extent permitted under applicable law. The Recipient shall indemnify and hold harmless the Indemnified Parties from and against all Claims and Losses arising from such supply, use or keeping, including without limitation Claims and Losses arising from:- (i) injury to the Institution's employees and third parties; (ii) infringement of third party intellectual property rights; and (iii) use of the Materials within or outside the scope of this Agreement.
11. For the purposes of this Agreement: (i) 'Indemnified Parties' shall mean the PHE and its directors, officers, employees, representatives and associated undertakings; (ii) 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and (iii) 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
12. This Agreement does not create any right enforceable by any person not a party to it.
13. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
14. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties through their authorised signatories:

Signed (Recipient)	
Name of authorised signatory:	Job Title:
Authorised Signature:	On behalf of:
Culture Collections contact details for the return of this agreement	
Email:	culturecollections@phe.gov.uk
Fax:	+44 (0)1980 611315
Post:	Culture Collections, Public Health England, Porton Down, Salisbury, SP4 0JG, UK

Signed (Culture Collections)	
Name:	Job Title:
Authorised Signature:	On behalf of: Culture Collections, Public Health England

Appendix 1

List of SCREENflex™ cell lines that require this agreement

Cell Line Name	Catalogue Number
CHO-NPY1R	12110602
CHO-CNR1	12110601
CHO-CHRM5	11041302
CHO-SSTR1	10110206
CHO-GPR120	10110205
CHO-CHRM2	10110204
CHO-CHRM1	10110203
CHO-FFAR2	10110202
CHO-OPRL1	10110201
T26J-1/09 (CHO-Beta-2 (ADRB2))	10031601
T35J-5/09 (CHO-FFAR3 (FFAR3))	10031602
T02J-7/10 (CHO-M3 (CHRM3))	10031603
T02J-9/10 (CHO-H2 (HRH2))	10031604
T02J-10/10 (CHO-GCGR (GCGR))	10031605