

Material transfer agreement terms and conditions

Provider _____ Company Number (if applicable): _____
(Insert full name of legal entity)
 Street Address: _____
 Suburb: _____ Postcode: _____ Country: _____

UQ **THE UNIVERSITY OF QUEENSLAND** ABN 63 942 912 684, a body corporate constituted under the *University of Queensland Act 1998* (Qld) of Brisbane, Queensland 4072

Delivery Address Street Address: The Institute for Molecular Bioscience (Building 80), 306 Carmody Road, The University of Queensland
 Suburb: St Lucia State: Queensland Postcode: 4072 Country: Australia

Material _____
(Insert a description of all material to be provided including the volume or quantity and all relevant characteristics, eg. 20 vials each containing 1mg of chemically synthesised material)

The parties acknowledge and agree that if any Material is provided by the Provider to UQ, then that Material is provided on the basis of the Material transfer agreement terms and conditions annexed (or, if no terms and conditions are annexed, the Material transfer agreement terms and conditions made available by UQ from time to time).

Execution

Signed as an agreement.

SIGNED for and on behalf of
THE UNIVERSITY OF

SIGNED for and on behalf of
UNIVERSITY OF XXXX

by its duly authorised officer: in the presence of:

by:

.....
 Director
 Research Partnerships

.....
 Witness (Print Name)

.....
 Director / Secretary

.....
 Witness (Print Name)

.....
 Date:

.....
 Date:

.....
 Date:

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Background

- A The Provider wishes to provide the Material to The University of Queensland [UQ], which hosts the Community for Open Antimicrobial Drug Discovery [CO-ADD].
- B Provider agrees to provide and UQ agrees to receive the Material on the basis of these terms and conditions.

Operative terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

- Agreement** means this agreement as amended or replaced by agreement of the parties in writing from time to time.
- Approved Purpose** means the screening of the Material provided for antimicrobial activity and for cytotoxicity as part of the Community for Open Antimicrobial Drug Discovery [CO-ADD].
- Confidential Information** means any information disclosed by the Provider to The University of Queensland [UQ] in relation to the Material, except for information:
- that UQ can show was already known to, in the rightful possession of or independently developed by UQ in good faith and free of any obligation of confidence; or
 - that UQ can show is in the public domain otherwise than by a breach of this Agreement or other obligation of confidence.
- Delivery Address** means The Institute for Molecular Bioscience (Building 80), 306 Carmody Road, The University of Queensland, St Lucia, Queensland 4072, Australia.
- New IP** means any Intellectual Property, results and data that arises from UQ's use of the Material.
- Intellectual Property** means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including:
- patent rights, trade mark rights, copyright, plant breeders' rights and rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, confidential information and knowhow;
 - any right of registration of, provisional applications for, claim of priority from, continuation of or division of such rights; and
 - all other intellectual property as defined in article 2 of the *Convention Establishing the World Intellectual Property Organisation 1967*.
- Material** means the material specified in the Schedule as supplied by the Provider.
- Schedule** means the Schedule to this agreement.

1.1 Interpretation

In this Agreement:

references to a party mean UQ or the Provider and references to the parties mean both of UQ and the Provider; and

words such as "includes" and "including" do not impose any limitation on the construction of general language that is followed by specific examples.

2 Supply

2.1 UQ requirements

UQ must:

- only use the Material for the Approved Purpose;
- not use the Material in humans;
- not seek any form of registration of intellectual property rights or other statutory protection of the Material;
- comply with all laws in relation to use of the Material; and
- obtain all ethical clearances that are necessary to use the Material for the Approved Purpose.

2.2 Provider requirements

Provider agrees that the Material provided shall not:

- be a controlled substance;
- be of a radioactive nature;
- not be a material prohibited under Schedule 7A and 8 of the Australian Customs (Prohibited Imports) Regulations 1956. See links to <https://www.tga.gov.au/import-and-export> and <https://www.odc.gov.au/ws-lps-index>. If compounds are listed please contact CO-ADD to arrange the necessary import approvals.
- to the Provider's knowledge and belief, infringe any 3rd party rights and obligations and will notify UQ in the event of any infringement. For clarity, the Provider warrants that Provider has the required permission to provide the material to UQ for the Approved Purpose.

2.3 Physical ownership

UQ acknowledges and agrees that, as between the parties, the Provider retains title to the Material provided to UQ under this Agreement.

3 Exclusion of warranties

UQ acknowledges and agrees that:

- the Provider does not give any warranty that the Material is fit for any particular purpose; and
- the Material is provided on an "as is" basis subject to 2.2.

4 Intellectual Property

4.1 Intellectual Property arising from use of the Material

- UQ acknowledges that the Provider is the owner of New IP.

5 Confidentiality

5.1 Obligation of confidence

UQ must:

- keep the Confidential Information of the Provider confidential;
- only use the Confidential Information for the Approved Purpose;

5.2 Exception

- The obligations of confidence contemplated by clause 5.1 do not apply to Confidential Information to the extent that the information is required to be disclosed under applicable law or in cases otherwise agreed by the parties.
- The provider of the compound/s or material agrees to provide the chemical structures of the compound/s or material at the time of compound submission. CO-ADD agrees to keep said structures confidential for a period of 2 years from the date the primary screening report is sent. Thereafter the structure and associated data will be included in a publically accessible database, unless a further extension of the confidential period is requested in writing at least 4 weeks before the expiration of the 2 year period.

6 Term and termination

This Agreement commences on the date of receipt of Material by UQ and continues until terminated by a party in accordance with this clause 6.

If a party commits a material breach of this Agreement and fails to remedy that breach within 30 days of a written request by the other party, then the other party may terminate this Agreement by notice in writing to that party.

On termination of this Agreement:

- (i) accrued rights or remedies of a party are not affected; and
- (ii) UQ must destroy or deliver to the Provider any Material and Confidential Information that was made available to UQ at the Provider's discretion.

Termination of this Agreement will not affect any provision of this Agreement that is intended to come into force or continue after the termination including clauses 2.1, 2.3, 4 and 5.