

**UCL BUSINESS PLC**

In order for UCL Business to process your request for an MTA, please:

* read the notes below
* fill in the attached form
* send the form to: **mtateam@uclb.com**

Materials transfer agreements (MTA) govern the transfer of one or more materials from the owner (or authorised licensee) (‘the provider’) to a third party (‘the recipient’) who may wish to use the material for research purposes. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals, other chemicals, alloys and other materials with scientific or commercial value.

Most commercial organisations, and an increasing number of academic institutions, will only release materials if there is an MTA in place between the provider and the recipient. For the provider, this agreement provides control over the distribution of the material, enables them to restrict the use of the material to non-commercial research, and reduces the legal liability of the provider for the recipient's use of the material. In addition, the terms of the MTA can help the provider to gain access to the results of the research, both for information purposes and for commercial exploitation.

UCL Business is responsible for approving, negotiating terms and signing both incoming and outgoing material transfer agreements on behalf of UCL. It is important that UCL Business reviews all incoming material transfer agreements to make sure that the University does not agree to terms that may be in conflict with the provisions of research grants, fellowships, consultancies etc. Among the important issues to be negotiated are publication rights, IP rights, governing law, warranties and indemnities.

**MTAs are legally binding contracts and as such, it is vital that an authorised signatory of the University executes the agreement properly. MTAs can only be signed by one of the UCL authorised signatories at UCL Business.**

**Please note: MTAs may take several weeks to complete, especially if the other party is located abroad.**

**MTAs MUST BE REVIEWED FOR CONFLICTS WITH EXISTING GRANT FUNDING OR FUTURE APPLICATIONS FOR RESEARCH FUNDING.**

**Outgoing Material Transfer Agreements**

In order for UCL Business to draft and arrange signature of the MTA as quickly as possible, please read the attached notes, print off this form, fill in the details below and sign the completed form.

**1.** **Contact Details**

a. UCL Providing Scientist

Name:

Department:

Tel:

E-mail:

b. Recipient

 Name of the Recipient organisation:

Address:

Is the Recipient a non-profit organization? [ ] Yes [ ] No

Name of the Recipient Scientist:

Name, email address and telephone no. of your relevant contact at Recipient organisation (along with their title/capacity):

**2.** **Materials**

Materials name and type (e.g. protein/antibody, cell line, plasmid, gametes, embryo (outside the body), stem cells, human cells/tissue/organ, blood or blood components, genetically modified organisms/animals, chemicals etc.):

Quantity of the Materials to be supplied:

Approximate date of creation:

Are the Materials of human origin? [ ] Yes [ ] No

If yes, are all appropriate donor consents and ethics and regulatory approvals in place? [ ] Yes [ ] No

Are the Materials pathogenic? [ ] Yes [ ] No

How was the creation of the Materials funded?

Were the Materials created using any third party material or IP? [ ] Yes [ ] No

 If yes, has permission been obtained allowing you to send the Materials to other parties? [ ] Yes [ ] No

Will any cost associated with the transfer of the Materials (e.g., shipping, handling, preparation fee) be borne by the Recipient? [ ]  Yes [ ] NO

Will any access fee/price for the Materials be separately charged from the Recipient? [ ] Yes [ ] NO

Will any confidential information be supplied along with the Materials? [ ] Yes [ ] No

Where the material comprises or includes any data, will such data include any personal data (such as name, address etc. of a person)? [ ] Yes [ ] No

**3.** **Research Project**

Please provide the title and a brief summary of the research for which the Materials shall be used:

What is the term of the research project for which the Materials will be supplied?

Will the Materials be used by Recipient in a clinical trial? [ ] Yes [ ] No

Is this MTA part of a larger/important collaboration? If yes, please provide further details. [ ] Yes [ ] No

If it is part of a larger/important collaboration, does the Recipient have the right to send it to a third party for the collaboration? [ ] Yes [ ] No

**4.** **Intellectual Property**

Are you aware of any other existing agreements relating to the Materials (e.g. research contracts, collaboration agreements, consultancies, other MTAs)? If yes, please provide further details.
 [ ] Yes [ ] No

Likelihood of the research using the Materials producing improvements/modifications to the Materials:

 [ ] Expected [ ] Not Expected

If answer to the above is ‘Expected’, is it important for UCL to ask for IP ownership in such improvements/modifications to the Materials? [ ] Important [ ] Not Important

Is there any likelihood of generating any improvements/results that are distinct or severable from the Materials? [ ] Yes [ ] No

If yes, do you think such improvements/results may have significant commercial application?

 [ ] Yes [ ] No

Is it important to ask the Recipient to grant UCL a licence in the results for UCL’s internal research and academic use? [ ] Important [ ] Not Important

**5. Risks**

Is there a heightened or particular risk of a third party claim arising out of the transfer of these Materials (i.e. have you identified a specific risk/third party claim arsing as a result of Recipient’s use of the Materials)? If yes, please provide details. [ ] Yes [ ]  No

**6. Other**

Are there any other comments in relation to this agreement? If yes, please provide details. [ ] Yes [ ] No

Do you wish us to contact you to discuss any of the questions on this form? [ ] Yes [ ]  No

**I request that UCL Business PLC draft the MTA and obtain an authorised signature on behalf of UCL. By submitting this form, I certify that the above information is, to the best of my knowledge and belief, complete and accurate.**