Papworth Hospital NHS Foundation Trust

MATERIAL TRANSFER AGREEMENT

**THIS AGREEMENT** is made on 14 November 2017 **BETWEEN:**

1. **PAPWORTH HOSPITAL NHS FOUNDATION TRUST**

(Acting by its RESEARCH TISSUE BANK) of Papworth Everard, Cambridge CB23 3RE (“the Trust”)

1. **<Name>**  <Address> (“the recipient”)

**WHEREAS** the Trust agrees to supply to the Recipient certain tissues (or tissue derivatives) and in consideration of such supply the Recipient has agreed to comply with the terms of this Agreement.

1. **Supply of Tissues**
	1. The Trust agrees to supply the following tissues (or tissue derivatives) **(“the Tissues”)** to the Recipient, for a period of 2 (two) years (the “Term”) from the date of execution:

|  |
| --- |
| List of Tissues |
| *(e.g. Blood, plasma and serum samples)* |

* 1. Risk in the Tissues shall pass to the Recipient who should have either:
		1. project specific ethical approval for the use of such tissue according to a REC approved research protocol *OR*
		2. generic ethical approval for the use of such tissue according to a Trust approved research protocol and REC approved conditions *OR*
		3. an appropriate HTA licence for the storage of such tissues.
	2. The Trust represents that all Tissues supplied under the terms of this agreement have been obtained in compliance with all relevant UK laws and guidelines.
	3. The Tissues shall be used by the Recipient for the following project on **(“the Project”):**

|  |  |
| --- | --- |
| **Project Title:** | *Please complete this table* |
| **Project Description** |  |
| **Names of Investigators:** | Chief Investigator: <Fill in Name>Co-Investigators: <Fill in Name> |
| **Name of any Project Collaborators outside the Recipient:** | <Fill in Name><Address if Different from above> |

1.5 Recipient will own all rights; title and interest in Project results, and the Trust will retain the right to use Project results for research purposes only.

1.6 If applicable, the recipient shall supply to the Trust a copy of the REC application for project specific approval and a copy of the letter of approval.

#### Obligations of the Recipient

* 1. The Recipient shall not transfer or sell all or part of the Tissues to any third party. It shall be the responsibility of the Recipient to ensure that the investigators and collaborators referred to above, comply with the terms of this Agreement in all respects as though they were parties to it.
	2. The Recipient shall ensure that the Tissues are used only for the purposes of the Project and not otherwise. The Recipient shall seek authorisation from the Trust in writing, before using the Tissues or any part of the Tissues for a purpose other than the specified Project and shall not use such Tissues for such additional purposes without the prior written consent of the R&D Unit at Papworth Hospital and appropriate regulatory approvals.
	3. The Recipient represents that its use of the Tissues will be in compliance with all applicable UK laws and regulations.
	4. The Recipient shall comply with all reasonable instructions of the Trust concerning the treatment, storage, transport and care of the Tissues. The Recipient shall be responsible for organising and arranging the collection of the Tissues from the Trust, provide appropriately labelled containers, packaging and storage medium and arrange their safe transport to the Recipient’s premises or other location for the purposes of the Project.
	5. The Recipient shall at all times keep the Tissue safe and secure and shall use reasonable endeavours to prevent the theft of or unauthorised use or interference with the Tissues.
	6. (a) If the Recipient commits any material breach of the terms of this Agreement or becomes insolvent or has a receiver, administrator or administrative receiver appointed of its undertaking, then:

(b) If the Trust for any reason that the Tissues are in jeopardy or otherwise in its absolute discretion thinks fit, subject to prior notification of Recipient and reasonable discussion between the parties of steps to address any such concerns within 60 days of notification thereof, then:

the Trust shall be entitled to terminate this Agreement by not less than thirty (30) days written notice to the Recipient, whereupon the Recipient’s entitlement to possession of the Tissues shall terminate.

* 1. The Recipient undertakes to keep confidential all information about the Trust and its operations which it learns by reason of this agreement save for information which is in the public domain otherwise than by reason of a breach of this clause by the Recipient.
	2. The Recipient shall reimburse to the Trust all reasonable costs and expenses incurred by the Trust for this transfer as set out in Annex A.
	3. The Trust shall be acknowledged as the source of the Tissues in any publication or presentations resulting from work on the samples provided by the Trust.
	4. **Disclaimer**
	5. The Trust gives no warranty or assurance of any kind to the Recipient or any third party that the Tissues are free from infection (including, without limitation, HIV, hepatitis B or tuberculosis). No warranty (statutory or otherwise) or representation is given by the Trust that the Tissues are of any particular quality or fit for any particular purpose. It shall be the sole responsibility of the Recipient to ensure that the Tissues are of satisfactory quality, free from infection and fit for the purpose of carrying out the Projects (or any other purpose).
	6. In no event shall the Trust be liable for any use by the Recipient or Recipient Investigators or Project Collaborators of the Tissues transferred under this Agreement. The Recipient shall ensure that all appropriate precautions are taken by its employees and any other persons coming into contact with the Tissue. No liability is accepted by the Trust to the Recipient or any third party for any loss, claim, damage or liability, of whatsoever kind or nature, due to or arising from the use, handling, storage or disposal of the Tissues by the Recipient, except when caused by the gross negligence or wilful misconduct of the Trust.
	7. **General**
	8. If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness to be deemed severable. The remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.
	9. Failure by the Trust in enforcing or partially enforcing any provision of this agreement will not be construed as a waiver of any of its rights under this agreement. Any waiver by the Trust of any breach of, or any default under, any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this agreement.
	10. The parties to this agreement do not intend that any term of this agreement will be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person that is not a party to it.
	11. This agreement sets out the entire understanding between the parties in relation to its subject matter and supersedes any prior agreements (written or oral) between the parties.
	12. English law shall govern the formation, existence, construction, performance, validity and all aspects of this agreement. The parties shall submit to the exclusive jurisdiction of the English courts.

**SIGNATURES ON NEXT PAGE**

1. Signed for any on behalf of Papworth Hospital NHS Foundation Trust

**Signed: Signed:**

**Name: Name:**

**Date: Date:**

Signed for any on behalf of <Recipients name and address goes here>

**Signed:**

**Name:**

**Date:**

**List of Documents Reviewed by Papworth Hospital Research Tissue Bank on (*insert date of document review*):**

|  |  |  |
| --- | --- | --- |
| *Document* | *Version* | *Date* |
| *(e.g. Protocol)* |  |  |
|  |  |  |
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**ANNEX A**

**Papworth Hospital Research Tissue Bank Support Agreement.**

## **Papworth Hospital NHS Foundation Trust**

**WHEREAS** the Trust has agreed to supply to the Recipient certain tissues (or tissue derivatives) as outlined in the agreement and in consideration of such supply the Recipient agrees to compensate the Trust in respect of this costs incurred through the collection, storage and issues of said tissues.

The Trust undertakes to provide the Tissues, with relevant anonymous clinical/pathological details, for approved research projects.

The Trust warrants that all Tissues supplied under the terms of this agreement have been obtained in compliance with all relevant UK laws and guidelines.

**The handling charges in relation to the supply of tissues will be covered as follows:**

*Project specific arrangements to be entered here.*