Proformas for Material Transfer Agreements

5.1 - IVRN Material Transfer Agreement - I

Effective ___/____/ 20__, between

The PROVIDER:
- The Immunovirology Research Network (IVRN),
  Australian Centre for Hepatitis and HIV Virology Research (ACH²),
  Westmead Millennium Institute for Medical Research

and

The RECIPIENT:

Agree as follows:

The RECIPIENT will conduct the RESEARCH PROJECT: “RESEARCH PROJECT TITLE” (Attachment 1) using the SAMPLES: SAMPLES BEING USED and agrees to the following conditions of use:

1. Sample Use

   The IVRN Steering Committee (SC) has given approval (date______) for the RECIPIENT to use the SAMPLES for the sole purpose as outlined in the RESEARCH PROJECT.

   In the event that additional SAMPLES are required to complete the RESEARCH PROJECT, the RECIPIENT will seek additional approval from the IVRN SC.

   In the event that the RECIPIENT wishes to extend the scope of the RESEARCH PROJECT, additional approval will be sought from the IVRN SC.

   The SAMPLES will only be used by the RECIPIENT, or others under the direct supervision of the RECIPIENT.

   The RECIPIENT will not transfer the SAMPLES to others without advance written approval of the IVRN SC. Distribution of the SAMPLES to any other investigator may only be performed under the terms of a separate Material Transfer Agreement.

   These SAMPLES or MODIFICATIONS thereof may not be used for COMMERCIAL PURPOSES, without advance written approval from the IVRN SC.

2. Publication Review

   All publications (abstracts and manuscripts) resulting from the use of the SAMPLES must be forwarded to the IVRN SC within one week of submission.
3. **Acknowledgements**

All publications arising from the use of the **SAMPLES** should acknowledge the **IVRN**. For example “The samples for this project were provided by the Immunovirology Research Network of the Australian Centre for Hepatitis and HIV Virology Research”.

All publications arising from funding for the **RESEARCH PROJECT** should acknowledge the Australian Centre for Hepatitis and HIV Virology Research (ACH2) as a sponsor. For example “This study was supported by funding from the Immunovirology Research Network of the Australian Centre for Hepatitis and HIV Virology Research”.

4. **Ethical Considerations**

The **RESEARCH PROJECT** must conform to strict ethical standards. Evidence of local institutional human research ethics approval for the **RESEARCH PROJECT** will be provided to the **IVRN SC** to accompany that provided for the **IVRN** by the Human Research Ethics Committee of the University of New South Wales.

5. **Ownership**

The **SAMPLES** remain the property of the **IVRN** and should be returned in the event that research described in the **RESEARCH PROJECT** is not carried out. All remaining **SAMPLES** following the completion of the **RESEARCH PROJECT** (or after two years has elapsed since receiving the **SAMPLES**) must be returned to the **IVRN Central Specimen Repository**.

6. **Financial Responsibility**

The **IVRN** will not be responsible for any additional expenses incurred as a result of the use the **SAMPLES** in the **RESEARCH PROJECT** beyond the allocated funding (if any). The **IVRN** will be responsible for the costs associated with shipment of **SAMPLES** to the **RECIPIENT**, and the costs of shipping residual **SAMPLES** back to the **IVRN Central Specimen Repository**.

7. **Patents**

The **RECIPIENT** is free to file patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **SAMPLES**, but will notify the **IVRN SC** upon filing a patent application claiming **MODIFICATIONS** or methods of manufacture or uses of the **SAMPLES**.

8. **Hazards**

All **SAMPLES** are understood to be experimental in nature and may have hazardous properties. The **IVRN** makes no representations and extends no warranties of any kind, either expressed or implies warranties of merchantability or fitness for a particular purpose, or that the use of the **SAMPLES** will not infringe and patent, copyright, trademark or other proprietary rights.

9. **Damages**

Except to the extent prohibited by law, the **RECIPIENT** assumes all liability for damages, which may arise from its use, storage, or disposal of the **SAMPLES**. The **IVRN** will not be liable to the **RECIPIENT** for any loss, claim or demand made by the **RECIPIENT**, or made against the **RECIPIENT** by any other party, due to or arising from the use of the **SAMPLES** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **IVRN**.

10. **Reporting**
The **RECIPIENT** will be required to provide an annual report to the **IVRN SC** on the progress of the **RESEARCH PROJECT**.

IN WITNESS thereof, the parties have caused this Agreement to be executed as of the respective dates written below:

**Signed on behalf of the Immunovirology Research Network:**

___________________________________  Date  _________________________

Prof Andrew Lloyd
IVRN SC, Chair

**Signed by the Investigator:**

___________________________________  Date  _________________________

The Name of the **RECIPIENT**
DEFINITIONS

**PROVIDER**: Organisation providing the **SAMPLES**, which is the Immunovirology Research Network, Australian Centre for Hepatitis and HIV Virology Research (ACH2)

**RECIPIENT**: Scientist receiving the **SAMPLES**.

**SAMPLES**: The description of the material being transferred as specified above.

**MODIFICATIONS**: Substances created by the **RECIPIENT** which contain or incorporate the **SAMPLES**.

**IVRN**: The Immunovirology Research Network of the Australian Centre for Hepatitis and HIV Virology Research (ACH2)

**IVRN SC**: The Steering Committee of the Immunovirology Research Network, and is used interchangeably with the **IVRN** and represents the committee responsible for the organisation and running of the **IVRN**.

**COMMERCIAL PURPOSES**: The sale, lease, license, or other transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the **SAMPLES** or **MODIFICATIONS** by any organisation, including **RECIPIENT**, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the **SAMPLES** or **MODIFICATIONS** for **COMMERCIAL PURPOSES** *per se*, unless any of the above conditions of this definition are met.
5.2 - IVRN Material Transfer Agreement - II

Effective ___/____/20__, between:

The PROVIDER:
   The Immunovirology Research Network (IVRN),
   Australian Centre for Hepatitis and HIV Virology Research (ACH²),
   Westmead Millennium Institute for Medical Research

and

The RECIPIENT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Agree as follows:

The RECIPIENT will conduct the RESEARCH PROJECT: “RESEARCH PROJECT TITLE” (Attachment 1) using the SAMPLES: SAMPLES BEING USED and agrees to the following conditions of use:

1. Sample Use

The IVRN Steering Committee (SC) and the Protocol Steering Committee (PSC) have given approval (date_______) for the RECIPIENT to use the SAMPLES for the sole purpose as outlined in the RESEARCH PROJECT.

In the event that additional SAMPLES are required to complete the RESEARCH PROJECT, the RECIPIENT will seek additional approval from the IVRN SC and from the PSC.

In the event that the RECIPIENT wishes to extend the scope of the RESEARCH PROJECT, additional approval will be sought from the IVRN SC and from the PSC.

The SAMPLES will only be used by the RECIPIENT, or others under the direct supervision of the RECIPIENT.

The RECIPIENT will not transfer the SAMPLES to others without advance written approval of the IVRN SC and from the PSC. Distribution of the SAMPLES to any other investigator may only be performed under the terms of a separate Material Transfer Agreement.

These SAMPLES or MODIFICATIONS thereof may not be used for COMMERCIAL PURPOSES, without advance written approval from the IVRN SC and from the PSC.

2. Publication Review
All publications (abstracts and manuscripts) resulting from the use of the SAMPLES must be forwarded to the PSC prior to submission to assess whether or not clinical data within the abstract or manuscript from clinical trial samples may be made publicly available prior to the completion of the clinical trial. All publications (abstracts and manuscripts) must be forwarded to the IVRN SC within one week of submission.

3. Acknowledgements

All publications arising from the use of the SAMPLES should acknowledge the IVRN and PSC. For example “The samples for this project were provided by the Immunovirology Research Network of the Australian Centre for Hepatitis and HIV Virology Research”.

All publications arising from funding for the RESEARCH PROJECT should acknowledge the Australian Centre for Hepatitis and HIV Virology Research (ACH2) as a sponsor. For example “This study was supported by funding from the Immunovirology Research Network of the Australian Centre for Hepatitis and HIV Virology Research”.

4. Ethical Considerations

The RESEARCH PROJECT must conform to strict ethical standards. Evidence of local institutional human research ethics approval for the RESEARCH PROJECT will be provided to the IVRN SC and the PSC to accompany that provided for the IVRN by the Human Research Ethics Committee of the University of New South Wales.

5. Ownership

The SAMPLES remain the property of the IVRN and should be returned in the event that research described in the RESEARCH PROJECT is not carried out. All remaining SAMPLES following the completion of the RESEARCH PROJECT (or after two years has elapsed since receiving the SAMPLES) must be returned to the IVRN Central Specimen Repository.

6. Financial Responsibility

The IVRN will not be responsible for any additional expenses incurred as a result of the use the SAMPLES in the RESEARCH PROJECT beyond the allocated funding (if any). The IVRN will be responsible for the costs associated with shipment of SAMPLES to the RECIPIENT, and the costs of shipping residual SAMPLES back to the IVRN Central Specimen Repository.

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The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the SAMPLES, but will notify the IVRN SC and the PSC upon filing a patent application claiming MODIFICATIONS or methods of manufacture or uses of the SAMPLES.

8. Hazards

All SAMPLES are understood to be experimental in nature and may have hazardous properties. The IVRN makes no representations and extends no warranties of any kind, either expressed or implies warranties of merchantability or fitness for a particular purpose, or that the use of the SAMPLES will not infringe and patent, copyright, trademark or other proprietary rights.

9. Damages

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages, which may arise from its use, storage, or disposal of the SAMPLES. The IVRN will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to
or arising from the use of the **SAMPLES** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **IVRN**.

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The **RECIPIENT** will be required to provide an annual report to the **IVRN SC** and **PSC** on the progress of the **RESEARCH PROJECT**.

IN WITNESS thereof, the parties have caused this Agreement to be executed as of the respective dates written below:

Signed on behalf of the Immunovirology Research Network:

__________________________________________  Date

Prof Andrew Lloyd  
IVRN SC, Chair

Signed by the Investigator:

__________________________________________  Date

The Name of the **RECIPIENT**
DEFINITIONS

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**IVRN SC**: The Steering Committee of the Immunovirology Research Network, and is used interchangeably with the **IVRN** and represents the committee responsible for the organisation and running of the **IVRN**.

**PSC**: The Protocol Steering Committee represents the committee responsible for the provision of samples to the **IVRN** that are obtained from current clinical trials.

**COMMERCIAL PURPOSES**: The sale, lease, license, or other transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the **SAMPLES** or **MODIFICATIONS** by any organisation, including **RECIPIENT**, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the **SAMPLES** or **MODIFICATIONS** for **COMMERCIAL PURPOSES per se**, unless any of the above conditions of this definition are met.