

## Material Transfer Agreement

The University of Dundee (hereinafter called "PROVIDER") confirms that the MATERIAL specified below, which belongs to the PROVIDER, shall be transferred to the recipient organization (hereinafter called "RECIPIENT") under the following conditions. The PROVIDER SCIENTIST (identified below) will forward the MATERIAL to the RECIPIENT SCIENTIST (identified below) upon receipt of the signed copy from the RECIPIENT organization.

### I. PROVIDER (Organization providing the MATERIAL)

Organization: University of Dundee,  
Address: University of Dundee,  
Division of Biological Chemistry and Drug Discovery,  
Dundee, DD1 5EH, Scotland

### II. RECIPIENT (Organization receiving the MATERIAL)

Organization:  
Address:

### III. Conditions

#### 1. MATERIAL:

Name:

#### 2. Purpose of Use:

#### 3. Method of Use:

#### 4. Place of Use:

#### 5. Person to execute Research

#### 6. Supervisor of Research:

#### 7. Terms of Agreement:

- (1) The PROVIDER retains ownership of the MATERIAL, including ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. This clause shall be applied to biological materials. If not, please delete.
- (2) The MATERIAL is to be used only by the RECIPIENT and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision.
- (3) The MATERIAL will not be transferred to anyone else without prior written consent of the PROVIDER.
- (4) The MATERIAL shall be used solely for the purposes of use specified herein and shall not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.
- (5) Relevant information, which is disclosed by the PROVIDER in association with the MATERIAL, shall be kept confidential and shall not be disclosed to any third party. However such information, which is known to the public at the time of disclosure, shall be exception to this non-disclosure obligation.

- (6) The results obtained from the use of the MATERIAL shall be disclosed to the PROVIDER and, besides, the same shall be kept confidential and shall not be disclosed to any third party before publication.
- (7) Nothing in this agreement grants RECIPIENT any rights under any patents nor any rights to use any products or processes derived from or with MATERIAL for profit-making or commercial purposes. When any invention(s) are made from the use of the MATERIAL, the parties hereto shall consult with each other in good faith about filing a patent application and determine ownership or any other business terms regarding such patent application.
- (8) The RECIPIENT SCIENTIST agrees to expressly describe the acknowledgment of PROVIDER as the source of the MATERIAL in any publication reporting the use thereof and RECIPIENT SCIENTIST shall notify the PROVIDER SCIENTIST of any publication of research findings resulting from the use of the MATERIAL two months before publication.
- (9) The RECIPIENT hereby shall bear the responsibility in terms of any casualty and damage, which arises in connection with the use, disposal, storage, etc., of the MATERIAL and shall release and indemnify the PROVIDER from such responsibility.

The underwritten agrees to the above terms.

**PROVIDER SCIENTIST**

Name: Mark C. Field, MA, D.Phil., Ph.D.

Title: Professor of Cell Biology and Parasitology

Address: University of Dundee,

Division of Biological Chemistry and Drug Discovery,  
Dundee, DD1 5EH, Scotland

Signature :

Date:

**RECIPIENT SCIENTIST**

Name:

Title:

Address:

Signature :

Date: