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## EXRC Material Transfer Agreement

The European Xenopus Resource Centre (EXRC) is curated with funding from the Wellcome Trust/BBSRC and maintained by the University of Portsmouth's School of Biological Sciences. This Agreement records the terms and conditions under which the University of Portsmouth will make available material from EXRC (the "Material") to the organisation requesting such Material ("The Recipient Institution"). The term "Material" includes all unmodified progeny generated from the material supplied and that part of all derivatives and the derivative's progeny which contains any of the material supplied or its progeny. The Recipient Institution will hold the Material on the terms of this Agreement and solely for the purpose of the research using the Material ("the Research Project") to be undertaken by the scientist's research group based at the Recipient Institution ("the Recipient Scientist").

1. The Material may only be used by those under the Recipient Scientist's direct supervision in the Recipient Institution's laboratories under suitable containment conditions, and in compliance with all applicable statutes and regulations. **THE MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS OR FOR CLINICAL OR DIAGNOSTIC PURPOSES.**
2. The Recipient Institution will not transfer the Material to any other body, or permit its use within the Recipient Institution other than by the Recipient Scientist's research group, without (in each case) prior written consent from the University of Portsmouth. The Material may not be used by the Recipient Scientist in research which is subject to the provision of any rights to a commercial third party without prior written consent.
3. The Recipient Institution understands that the Material is experimental in nature, and may have hazardous properties. The University of Portsmouth makes no representations and gives no warranties either express or implied in relation to it: for example, no warranties are given about quality or fitness for a particular purpose; or that the use of the Material will not infringe any intellectual property or other rights of third parties. The University of Portsmouth will not be liable for any use made of the Material.
4. Except to the extent prohibited by law, the Recipient Institution assumes all liability for damages which may arise from its receipt, use, storage or disposal of the Material. The University of Portsmouth will not be liable to the Recipient Institution for any loss, claim or demand made by the Recipient Institution, or made against the Recipient Institution by any other party, due to or arising from the use of the Material by the Recipient Institution, except to the extent the law otherwise requires.
5. The liability of either the University of Portsmouth or the Recipient Institution for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not

extend to any incidental, indirect or consequential damages or losses, including (without limitation) any loss of profits, loss of goodwill, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

6. The Recipient Scientist will acknowledge the source of the Material in any publication reporting on its use as follows: "The (name reagent/resource) developed by (name of original Investigators) was obtained from the European Xenopus Resource Centre, curated with funding from the Wellcome Trust/BBSRC and maintained by the University of Portsmouth, School of Biological Sciences" If the Recipient Scientist wishes to include in a publication any information which has been provided by the University of Portsmouth with the Material and which was clearly marked as "confidential" and "proprietary" at the point of disclosure ("Confidential Information"), the Recipient Scientist will request permission from the University of Portsmouth, providing a copy of the text before publication takes place.
7. Nothing in this Agreement grants the Recipient Institution any rights over the Material (other than as specifically granted by this Agreement) or under any patents, nor any right to use, or permit the use of, any products or processes containing, using, or directly derived from the Material for profit-making or commercial purposes ("Commercial Use"). If the Recipient Institution wishes to make Commercial Use of the Material or a product directly derived from the Material it agrees to negotiate in good faith with the University of Portsmouth or its representative for the grant of an appropriate licence or the conclusion of a revenue sharing agreement, if justified. The University of Portsmouth will have no obligation to grant a licence.
8. Nothing included in this Agreement will prevent the University of Portsmouth from being able to distribute the Material to other commercial or non-commercial entities, including any intellectual property protection being undertaken by the Recipient Institution on any new use made with the Material.
9. This Agreement will commence on receipt of the Material by the Recipient Institution and will (subject to earlier termination pursuant to clause 10) continue for the duration of the Research Project.
10. The University of Portsmouth may terminate this Agreement if the Recipient Institution is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient Institution has failed to remedy the same within one month of service of a written notice from the University of Portsmouth specifying the breach a requiring it to be remedied.
11. Upon completion of the Research Project or earlier termination under clause 10 the Recipient Institution will discontinue all use of the Material, and upon the University of Portsmouth's direction, return or destroy the Material, unless permission to retain the Material is specifically provided in writing by the University of Portsmouth to the Recipient Institution.
12. If any dispute arises out of this Agreement the University of Portsmouth and the Recipient Institution will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute, who are not otherwise involved with the Project. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ('ADR

notice') to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. For the avoidance of doubt neither party may serve an ADR notice until 21 days after first commencing attempts to settle that dispute by negotiation.

13. Business Ethics: Both the University of Portsmouth and the Recipient Institution recognise a mutual commitment to an ethical business and anti-corruption culture, and each Party hereby agrees: (i) to uphold the highest standards of business ethics in the performance of its responsibilities hereunder and adhere to the general principles of honesty, fairness and integrity in all its dealings; and (ii) not to accept from, give to or offer to any other party (or its Affiliates) or to other contractors or suppliers or any other associated persons anything of material value which may be regarded as an improper inducement; and (iii) to comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and (iv) to embrace, support and enact a set of core principles in the areas of human rights, labour standards and the environment consistent with the aims of the UN Global Compact principles ([www.unglobalcompact.org](http://www.unglobalcompact.org)). Any breach of the undertakings in this Clause 13 will constitute a material breach of this Agreement.
14. This Agreement will be governed by English Law, and the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.