**Material Transfer Agreement**

*Non-negotiable Terms and Conditions applicable to Not for Profit Institutions for accepting and applicable to use of post-mortem human material*

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

the Multiple Sclerosis and Parkinson’s Tissue Bank at Imperial College London

1. References to ‘we’ ‘our’ ‘us’ and similar in these Terms and Conditions refer to the Requesting Institution.

2. Requesting Institution shall pay for the material in accordance with the tariff applicable to not for profit institutions as set out https://www.imperial.ac.uk/medicine/brain-bank/ and shall also pay the transport and packaging and insurance costs incurred in sending material to it.

3. We accept samples of human material on the understanding that they will only be used for research, and that they are provided without warranty as to their properties or fitness for any particular purpose and without any other warranty whatsoever, expressed or implied.

4. We realise that the Tissue Bank does not screen the tissue or fluid that it procures for the presence of any infectious agents. We are aware of the potential risks in handling such material and hereby give assurance that all procedures employed by us in the handling, storage and use of the supplied material meet standards set by either the Clinical Pathology Accreditation (UK) Ltd or the Health and Safety Executive. The Requesting Institution agrees to and will indemnify and hold harmless Multiple Sclerosis Society and Imperial College of Science, Technology and Medicine (“Imperial College London”) against any claims, damages, dispute or injury arising from a failure to maintain such safeguards.

5. We agree to be responsible for the use of the material supplied. Under no circumstances will the material be used for a project other than the one described in our application nor will they be sold or transferred to a third party without having obtained prior written approval from the Tissue Bank.

6. The Requesting Institution will indemnify and hold harmless Multiple Sclerosis Society and Imperial College (including their respective employees, trustees, officers, agents, contractors and service providers) against any loss or damage caused by the Requesting Institution’s storage, use, or exploitation of material supplied from the Tissue Bank.

7. We note that all procedures used by the Tissue Bank in the procurement, storage and distribution of tissue have been approved by the relevant Multicentre Research Ethics Committee (18/WA/0238).

8. We will at all times abide by the ethical guidelines relating to the use of post-mortem human tissue for research purposes laid out by the Human Tissue Authority in "Code of Practice 9 - Research" (available at www.hta.gov.uk/guidance-professionals/codes-practice/code-practice-9- research) and as may be amended from time to time.

9. We will provide a short written summary of the work performed on material supplied by the Tissue Bank one year after receipt of the material and again on completion of the project. In addition, and upon request by the Multiple Sclerosis Society or Imperial College London, we shall supply information on the use and fate of the material received from the Tissue Bank, including the availability of any unused material.

10. If work performed on material supplied by the Tissue Bank generates any intellectual property rights (“Foreground Rights”), whether or not of potential commercial value, the Requesting Institution will promptly notify Imperial College and Multiple Sclerosis Society of the same, giving a brief description of what has been generated. The Requesting Institution hereby grants Multiple Sclerosis Society and Imperial College London a worldwide, perpetual, irrevocable royalty free licence to use (including by way of sublicensing) all such Foreground Rights for academic/not-for-profit/charitable research, teaching, publicity and clinical purposes, including in bona fide collaborations.

11. The Requesting Institution may not grant any commercial exploitation rights (e.g. commercial license, option, assignment, security) in respect of the Foreground Rights to any other third party without the prior written consent of Imperial College London which shall not be unreasonably withheld and which may be granted subject to the Requesting Institution first agreeing to accept appropriate revenue sharing terms substantially similar to the terms of Multiple Sclerosis Society 's Revenue Sharing Policy as set out on its website from time to time.

Multiple Sclerosis Society acknowledges that such Foreground Rights may also be subject to a third party funding body providing financial support for the research that generated such Foreground Rights and that any revenue may need to be shared with such third party funding body.

12. We agree to cite the contribution made by the Tissue Bank in the "Materials and Methods" and "Acknowledgements" sections of all publications arising from research performed on material that it has supplied and will make available copies of such publications. The Tissue Bank should be acknowledged in the following manner:

"*Tissue (or cerebrospinal fluid) samples and associated clinical and neuropathological data were supplied by MS Society Tissue Bank at Imperial, funded by Multiple Sclerosis Society, registered charity 207495.”*

13. Tissue Bank staff may require co-authorship when the provision of tissue has required particularly time consuming protocols.

14. This agreement (including any associated claims or disputes) is governed by English Law. All disputes arising in connection with this agreement, including any non-contractual disputes, are subject to the exclusive jurisdiction of the English Courts.

15. Multiple Sclerosis Society is a third party beneficiary of this agreement.

16. Our power and ability to undertake and meet the obligations and give the undertakings detailed in this Agreement is confirmed by the signature of an authorised representative of the Requesting Institution.

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| **Signature of  the Requesting Institution** | | **Signature on behalf of  the Imperial College** | |
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| Signed: |  | Signed: |  |
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| Name: |  | Name: |  |
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| Date: |  | Date: |  |
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| **Signature of  Individual Applicant(s)** | |  |  |
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| Signed: |  |  |  |
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| Name: |  |  |  |
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