**MATERIALS TRANSFER AGREEMENT**

Suggested proforma for the public exchange of materials and/or data resulting

from the BBSRC funded LoLa WISP Project.

**Provider’s Full Name and Address:** [INSERT INSTITUTION/ORGANISATION NAME HERE]

 Date **(“Provider”)**

**Recipient’s Full Name and Address:** [INSERT RECEIVING ORGANISATION’S NAME HERE]

 **(“Recipient”)**

**The Material:** [INSERT all available passport data, quantity and any other associated, available, non-confidential DESCRIPTION of (germplasm) /DATA TRANSFERRED SUFFICIENT TO PROPERLY IDENTIFY IT].

 **(“Material”)**

1. Acceptance of the Material means the Recipient acknowledges that all rights to the Material, whether directly or indirectly enclosed therein as well as extracts, replications, summaries, PROGENY (selfed seed) or UNMODIFIED derivatives thereof, are the property of Provider.
2. This Material Transfer Agreement does not imply any direct or indirect license or warranty whatsoever with regards to the Material and use thereof nor does it guarantee not to infringe on any rights or claims of third parties with regards to the Material or the Material’s suitability, novelty or safety for any purpose whatsoever. Recipient is solely responsible for their use of such Material.
3. In consideration for Provider providing Recipient with free access to the Material and the right to utilise them for any purpose, including forward breeding, Recipient agrees to the following conditions:

a) Not to transfer or distribute the Material to any third party without the prior written consent of Provider (not to be unreasonably withheld);

b) To hold harmless Provider and its governors, officers, employees and agents from any and all liabilities or claims brought by third parties resulting from the use of the Material by Recipient;

c) Not to publish, disseminate, or otherwise make public the Material without acknowledging the Provider as the source of the Material and that the Material was generated as a result of a Project funded by BBSRC in accordance with academic practise.

5. The terms of this Agreement will be legally binding on Recipient, and receipt of and/or use of the Materials shall constitute binding acceptance of all of the terms hereof by Recipient.

6. This Agreement is personal to the Recipient and not capable of assignment.

7. This Agreement is subject to English Law and the exclusive jurisdiction of the English Courts.

8. The Provider may, at its sole discretion, charge the Recipient their reasonable costs of shipping.