

## **Material Transfer Agreements**

### **Guidance Notes for Academic Staff**

#### **Introduction**

A Material Transfer Agreement (MTA) is a contract that governs the transfer of tangible research materials between two organizations when the recipient intends to use them for their own research purposes. It defines the rights of the parties in respect to scope of use of material, confidentiality, publication, and ownership of Intellectual Property. Occasionally a transfer may include software. These agreements should not include payment for the material, other than reimbursement of transport costs.

There are two types of MTA:

- An **MTA-out** covers the transfer of materials owned or controlled by the College to another university, company or other external body for research purposes. These are dealt with by [Faculty Research Services teams](#).
- An **MTA-in** covers the transfer of materials to the College from another university, a company or other external body. These are dealt with by the Research Office.

If a College employee or associate wishes to request materials from an external organisation, it is important that an MTA is drawn up with the provider, so that the College retains the right to publish the results of any work conducted using the materials, and so that the ownership of any Intellectual Property is appropriately determined.

Principal Investigators are required to send MTA requests with a completed MTA questionnaire and the relevant agreement to [researchoffice.mta@imperial.ac.uk](mailto:researchoffice.mta@imperial.ac.uk).

A majority of MTAs require some form of modification. This may be relatively simple – eg specifying Imperial's correct legal title and South Kensington address – but more often several clauses require changes in order to bring the MTA in line with Imperial's preferred terms and conditions, or to comply with those of a relevant charitable or other research funder.

#### **MTAs-In - Academic staff wishing to obtain materials**

##### **Do you need the materials quickly?**

If your research is funded by a charity and your MTA is provided by a commercial company it is likely that there will be a conflict between the IP provisions of the grant award and those in the MTA. This is likely to cause delays in the processing and negotiation of the MTA.

Whilst not all materials will be readily available, it has been found that some are available commercially. Please always check any relevant catalogues (eg Sigma-Aldrich) and even consider a Google search. Materials commercially purchased generally specify their own terms and conditions at point of sale.

##### **The MTA Questionnaire**

Please answer the questions as fully as possible. The questions are not designed to slow the process down but to speed it up. It may seem that some of the responses may result in even more administration (see below under Students) but providing details at an early stage often avoids potential problems developing later.

##### **Most frequently encountered problems**

1. clauses relating to ownership of intellectual property ("IP") generated using the materials obtained under the MTA

2. clauses covering the publication of results. In general terms, MTAs between academic institutions require less negotiation than those between Imperial and a commercial company (especially the major pharmaceutical companies). However, sometimes MTAs with US universities can be difficult to negotiate.
3. conflicts with research funding terms and conditions. Within the last few years most major UK charities have become increasingly "IP - aware" - accordingly this is reflected in their terms & conditions of grant award or the fellowships that they provide to support salaries. Most of the major charities now have terms & conditions that provide in one form or another:
  - the charity's permission is required before any disposition of IP that they fund;
  - they require to see third party agreements (including MTAs) where such agreements would assign (or licence) the IP that they have funded to such third parties.

Where the charity is required to give permission for the IP to be exploited, it is likely to withhold its permission unless there is provision for some revenue share back to the charity. Where it has not been possible to negotiate the MTA to fit the terms and conditions of the sponsoring charity or organisation it is likely that Imperial can not accept the MTA as it would constitute a breach of the existing grant agreement.

Where the Research Office (RO) informs the PI that the materials provider is unwilling to change the provisions of the MTA, **it will be the responsibility of the PI to contact his/her grant liaison officer or other contact at the research funder to enquire how to proceed and/or whether the research funder can confirm that it is willing to waive its funding provisions relating to IP** for the particular research plan involving the requested materials.

## Students

It is important to know whether students will be using the materials that you have requested, for several reasons:

- Students are not College employees. The standard wording of many MTAs from commercial companies often does not contemplate students and may only refer to the recipient's employees. If students subsequently use the materials, the College would be in breach of the agreement.
- It may be your intention that the work a student does on the project in which the materials will be used would form part of the student's thesis. It is important to ensure that nothing in the MTA could prejudice a student from publishing the work in a thesis or dissertation.
- Since students are not employees the College doesn't automatically own a student's IP.

In order for the College to fulfil its obligation to the provider the student will be required to assign their IP (generated through use of the material) to the College.

Where a student is an inventor – it can prejudice the grant of a patent if the student is unavailable to sign the relevant paperwork. All this can be avoided by getting the student to sign a short letter agreement prior to working on the project using the materials. This will not cause any further delay – the RO has a standard template which we can provide to you.

**NB. Upon execution of an MTA it will be the responsibility of the PI to make arrangements with the Provider for transportation and delivery of the requested material. Any transportation costs will need to be met by the PI or their Department.**