

Material Transfer Agreements (MTAs)

Research Office (RO) Guiding Principles

1. Imperial will not agree to an MTA that conflicts with Imperial's pre-existing obligations to research sponsors, and other third parties unless a written waiver is obtained from the sponsor or third party.
2. Imperial will not agree to any MTAs that require a veto on publication of **research** results or that may prejudice the submission of a student thesis.
3. The RO will make all reasonable attempts to contact unresponsive providers of Materials but **will not** continue negotiations where the provider fails to respond after three attempts by the RO to elicit a response, made at intervals of not more than 10 days.
4. Where a conflict may exist with a research sponsor, the Principal Investigator (PI) will be asked to contact their research sponsor to facilitate and/or obtain a written waiver in respect of the receipt of such materials.
5. Where the requested Materials are available commercially at a reasonable cost, Principal Investigators are encouraged to purchase the Materials in preference to proceeding with an MTA. Materials commercially purchased generally specify their own terms and conditions at point of sale.

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

Preferred Terms of Receipt

- Ownership of Results and Intellectual Property (IP)

Imperial will always seek to protect and maximise its position with regard to research results and IP arising from its use of the materials or from the conduct of the relevant research programme.

Background IP should always be retained by the original owner, and the MTA should not grant any licence to the provider to Imperial's Background IP.

- Publications

Imperial will always seek to retain the right to publish all results arising from use of the materials, and to be under no obligation to submit to the provider any manuscript for review prior to publication.

Where a review is required, a specific period of time will be set, and in exceptional circumstances a short delay not normally exceeding ninety days may be agreed.

- Confidentiality

Imperial will seek to be under no obligation to keep confidential any information received from the Provider (this does not include the material itself).

Where a publication is required to be submitted to the provider for review, Imperial will seek that this is held in confidence

- Indemnity and Insurance

Imperial will seek not to give any indemnities, and in particular will not indemnify the Provider for any use to which the Provider may wish to put the results of the research to.

- Warranties

Imperial will seek not to give any warranties.

- Law and Jurisdiction

Imperial will in the first instance seek that an MTA be governed and construed in accordance with English law and that the parties submit to the exclusive jurisdiction of the English courts.