IVRN Material Transfer Agreement - I

Effective ___/ / 20__, between

The **PROVIDER:**
The Immunovirology Research Network (IVRN),
Australian Centre for Hepatitis and HIV Virology Research (ACH4),

and

The **RECIPIENT:**

_____

_____

Agree as follows:

The **RECIPIENT** will conduct the **RESEARCH PROJECT:** *"RESEARCH PROJECT TITLE"* (Attachment 1) using the

SAMPLES: *SAMPLES BEING USED* and agrees to the following conditions of use:

1. Sample Use

The **IVRN Steering Committee (IVRN SC)** has given approval (date) for the **RECIPIENT** to use the **SAMPLES** for the sole purpose as outlined in the **RESEARCH PROJECT**.

If additional **SAMPLES** are required to complete the **RESEARCH PROJECT**, the **RECIPIENT** will seek additional approval from the **IVRN SC**.

In the event that the **RECIPIENT** wishes to extend the scope of the **RESEARCH PROJECT**, additional approval will be sought from the **IVRN SC**.

The **SAMPLES** will only be used by the **RECIPIENT**, or others under the direct supervision of the **RECIPIENT**.

The **RECIPIENT** will not transfer the **SAMPLES** to others without advance written approval of the **IVRN SC**. Distribution of the **SAMPLES** to any other investigator may only be performed under the terms of a separate Material Transfer Agreement.

These **SAMPLES** or **MODIFICATIONS** thereof may not be used for **COMMERCIAL PURPOSES**, without advance written approval from the **IVRN SC**.

2. Publication Review

All publications (abstracts and manuscripts) resulting from the use of the **SAMPLES** must be forwarded to the **IVRN SC** within one week of submission.

3. Acknowledgements

All publications arising from the use of the **SAMPLES** should acknowledge the **IVRN**. For example, “The samples for this project were provided by the Immunovirology Research Network (IVRN) of the Australian Centre for Hepatitis and HIV Virology Research (ACH4).

All publications arising from funding for the **RESEARCH PROJECT** should acknowledge the ACH4 as a sponsor. For example, “The samples for this project were provided by the Immunovirology Research Network (IVRN) of the Australian Centre for Hepatitis and HIV Virology Research (ACH4).

4. Ethical Considerations

The **RESEARCH PROJECT** must conform to strict ethical standards. Evidence of local institutional human research ethics approval for the **RESEARCH PROJECT** will be provided to the **IVRN SC** to accompany that provided for the **IVRN** by the Human Research Ethics Committee of the UNSW SYDNEY.

5. Ownership

The **SAMPLES** remain the property of the **IVRN** and should be returned if research described in the **RESEARCH PROJECT** is not carried out. All remaining **SAMPLES** following the completion of the **RESEARCH PROJECT** (or after two years has elapsed since receiving the **SAMPLES**) must be returned to the **IVRN** Central Specimen Repository.

6. Financial Responsibility

The **IVRN** will not be responsible for any additional expenses incurred as a result of the use the **SAMPLES** in the **RESEARCH PROJECT** beyond the allocated funding (if any). The **IVRN** will be responsible for the costs associated with shipment of **SAMPLES** to the **RECIPIENT**, and the costs of shipping residual **SAMPLES** back to the **IVRN** Central Specimen Repository.

7. Patents

The **RECIPIENT** is free to file patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **SAMPLES** but will notify the **IVRN SC** upon filing a patent application claiming **MODIFICATIONS** or methods of manufacture or uses of the **SAMPLES**.

8. Hazards

All **SAMPLES** are understood to be experimental in nature and may have hazardous properties. The **IVRN** makes no representations and extends no warranties of any kind, either expressed or implies warranties of merchantability or fitness for a particular purpose, or that the use of the **SAMPLES** will not infringe and patent, copyright, trademark or other proprietary rights.

9. Damages

Except to the extent prohibited by law, the **RECIPIENT** assumes all liability for damages, which may arise from its use, storage, or disposal of the **SAMPLES**.

The **IVRN** will not be liable to the **RECIPIENT** for any loss, claim or demand made by the **RECIPIENT**, or made against the **RECIPIENT** by any other party, due to or arising from the use of the **SAMPLES** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **IVRN**.

10. Reporting

The **RECIPIENT** will be required to provide an annual report to the **IVRN SC** on the progress of the **RESEARCH PROJECT**.

IN WITNESS thereof, the parties have caused this Agreement to be executed as of the respective dates written below:

Signed on behalf of the Immunovirology Research Network (IVRN):

_____

Prof Andrew Lloyd IVRN SC, Chair (signature)

_____

Date

_____

RECIPIENT (signature)

_____

RECIPIENT (full name)

_____

Date

DEFINITIONS

PROVIDER: Organisation providing the **SAMPLES**, which is the Immunovirology Research Network (IVRN), Australian Centre for Hepatitis and HIV Virology Research (ACH4)

RECIPIENT: Scientist receiving the **SAMPLES**.

SAMPLES: The description of the material being transferred as specified above.

MODIFICATIONS: Substances created by the **RECIPIENT** which contain or incorporate the **SAMPLES**.

IVRN: The Immunovirology Research Network (IVRN) of the Australian Centre for Hepatitis and HIV Virology Research (ACH4)

IVRN SC: The Steering Committee of the Immunovirology Research Network (IVRN) and is used interchangeably with the **IVRN;** and represents the committee responsible for the organisation and running of the **IVRN**.

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the **SAMPLES** or **MODIFICATIONS** by any organisation, including **RECIPIENT**, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the **SAMPLES** or **MODIFICATIONS** for **COMMERCIAL PURPOSES** per se, unless any of the above conditions of this definition are met.

IVRN Material Transfer Agreement - II

Effective ___/ / 20__, between

The **PROVIDER:**
The Immunovirology Research Network (IVRN),
Australian Centre for Hepatitis and HIV Virology Research (ACH4),

and

The **RECIPIENT:**

_____

_____

Agree as follows:

The **RECIPIENT** will conduct the **RESEARCH PROJECT:** *"RESEARCH PROJECT TITLE"* (Attachment 1) using the

SAMPLES: *SAMPLES BEING USED* and agrees to the following conditions of use:

1. Sample Use

The **IVRN Steering Committee (IVRN SC)** and the **Protocol Steering Committee (PSC)** have given approval (date) for the **RECIPIENT** to use the **SAMPLES** for the sole purpose as outlined in the **RESEARCH PROJECT**.

If additional **SAMPLES** are required to complete the **RESEARCH PROJECT**, the **RECIPIENT** will seek additional approval from the **IVRN SC** and from **the PSC**.

If the **RECIPIENT** wishes to extend the scope of the **RESEARCH PROJECT**, additional approval will be sought from the **IVRN SC** and from the **PSC**.

The **SAMPLES** will only be used by the **RECIPIENT**, or others under the direct supervision of the **RECIPIENT**.

The **RECIPIENT** will not transfer the **SAMPLES** to others without advance written approval of the **IVRN SC** and from the **PSC**. Distribution of the **SAMPLES** to any other investigator may only be performed under the terms of a separate Material Transfer Agreement.

These **SAMPLES** or **MODIFICATIONS** thereof may not be used for **COMMERCIAL PURPOSES**, without advance written approval from the **IVRN SC** and from the **PSC**.

2. Publication Review

All publications (abstracts and manuscripts) resulting from the use of the **SAMPLES** must be forwarded to the **PSC** prior to submission to assess whether clinical data within the abstract or manuscript from clinical trial samples may be made publicly available prior to the completion of the clinical trial. All publications (abstracts and manuscripts) must be forwarded to the **IVRN SC** within one week of submission.

3. Acknowledgements

All publications arising from the use of the **SAMPLES** should acknowledge the **IVRN**. For example, “The samples for this project were provided by the Immunovirology Research Network (IVRN) of the Australian Centre for Hepatitis and HIV Virology Research (ACH4).

All publications arising from funding for the **RESEARCH PROJECT** should acknowledge the ACH4 as a sponsor. For example, “The samples for this project were provided by the Immunovirology Research Network (IVRN) of the Australian Centre for Hepatitis and HIV Virology Research (ACH4).

4. Ethical Considerations

The **RESEARCH PROJECT** must conform to strict ethical standards. Evidence of local institutional human research ethics approval for the **RESEARCH PROJECT** will be provided to the **IVRN SC** and the **PSC** to accompany that provided for the **IVRN** by the Human Research Ethics Committee of the University of New South Wales.

5. Ownership

The **SAMPLES** remain the property of the **IVRN** and should be returned if research described in the **RESEARCH PROJECT** is not carried out. All remaining **SAMPLES** following the completion of the **RESEARCH PROJECT** (or after two years has elapsed since receiving the **SAMPLES**) must be returned to the **IVRN** Central Specimen Repository.

6. Financial Responsibility

The **IVRN** will not be responsible for any additional expenses incurred as a result of the use the **SAMPLES** in the **RESEARCH PROJECT** beyond the allocated funding (if any). The **IVRN** will be responsible for the costs associated with shipment of **SAMPLES** to the **RECIPIENT**, and the costs of shipping residual **SAMPLES** back to the **IVRN** Central Specimen Repository.

7. Patents

The **RECIPIENT** is free to file patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **SAMPLES** but will notify the **IVRN SC** and the **PSC** upon filing a patent application claiming **MODIFICATIONS** or methods of manufacture or uses of the **SAMPLES**.

8. Hazards

All **SAMPLES** are understood to be experimental in nature and may have hazardous properties. The **IVRN** makes no representations and extends no warranties of any kind, either expressed or implies warranties of merchantability or fitness for a particular purpose, or that the use of the **SAMPLES** will not infringe and patent, copyright, trademark or other proprietary rights.

9. Damages

Except to the extent prohibited by law, the **RECIPIENT** assumes all liability for damages, which may arise from its use, storage, or disposal of the **SAMPLES**. The **IVRN** will not be liable to the **RECIPIENT** for any loss, claim or demand made by the **RECIPIENT**, or made against the **RECIPIENT** by any other party, due to or arising from the use of the **SAMPLES** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **IVRN**.

10. Reporting

The **RECIPIENT** will be required to provide an annual report to the **IVRN SC** and **PSC** on the progress of the **RESEARCH PROJECT**.

IN WITNESS thereof, the parties have caused this Agreement to be executed as of the respective dates written below:

Signed on behalf of the Immunovirology Research Network (IVRN):

_____

Prof Andrew Lloyd IVRN SC, Chair (signature)

_____

Date

_____

RECIPIENT (signature)

_____

RECIPIENT (full name)

_____

Date

DEFINITIONS

PROVIDER: Organisation providing the **SAMPLES**, which is the Immunovirology Research Network (IVRN), of the Australian Centre for Hepatitis and HIV Virology Research (ACH4)

RECIPIENT: Scientist receiving the **SAMPLES**.

SAMPLES: The description of the material being transferred as specified above.

MODIFICATIONS: Substances created by the **RECIPIENT** which contain or incorporate the **SAMPLES**.

IVRN: The Immunovirology Research Network (IVRN) of the Australian Centre for Hepatitis and HIV Virology Research (ACH4)

IVRN SC: The Steering Committee of the Immunovirology Research Network, and is used interchangeably with the **IVRN;** and represents the committee responsible for the organisation and running of the **IVRN**.

PSC: The Protocol Steering Committee represents the committee responsible for the provision of samples to the IVRN that are obtained from current clinical trials.

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the **SAMPLES** or **MODIFICATIONS** by any organisation, including **RECIPIENT**, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the **SAMPLES** or **MODIFICATIONS** to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the **SAMPLES** or **MODIFICATIONS** for **COMMERCIAL PURPOSES** per se, unless any of the above conditions of this definition are met.