**ZEBRAFISH CORE FACILITY**

**MATERIAL TRANSFER AGREEMENT**

EFFECTIVE as of the date of the last signature (the “**Effective Date**”)

Between:

**Dalhousie University**, a university under the laws of the Province of Nova Scotia, having administrative offices at 6299 South Street, Halifax, Nova Scotia, B3H 4R2 Canada (“**Dalhousie**”).

-and-

**●**, a not for profit university or research institute, having an office at ● [insert address] (the “**Recipient**”)

WHEREAS the Recipient desires to receive certain materials and proprietary information from the Dalhousie University Zebrafish Core Facility, under the management of Dr. Barbara Hildebrand (the “**Zebrafish Facility**”), in Dalhousie’s Faculty of Medicine, for the purposes of a Research Project to be conducted by the Recipient under the supervision of Dr. ● (the “**Recipient Scientist**”).

NOW THEREFORE it is agreed that:

1. In this Agreement:
	1. “**Commercial Purposes**” means the sale, lease, licence or other exploitation of the Material or Information to a person for profit, including, but not limited to, use of the Material or Information by Recipient, Recipient Scientist, or any individual or organization 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, licence or other exploitation of the Material or Information to any individual or organization for profit. For greater certainty, academic research sponsored by government or industry does not fall within the definition of "commercial purposes" unless the sponsor retains rights, title or interests in and to the Material or Information or unless the research activities result in any sale, lease, licence or other exploitation of the Material, Information or Inventions to any individual or organization for profit.
	2. “**Information**” means any information that may be provided to Recipient or Recipient Scientist by Dalhousie or the Zebrafish Facility relating to the Material including, but not limited to, all know-how, techniques, practices, data, specifications, plans, drawings, prototypes, recordings, instructions, manuals, papers or other materials in whatever form or nature.
	3. “**Material**” means
		1. ● (the “**Original Material**”);
		2. any unmodified descendant from the Material (for example, virus from virus, cell from cell, or mouse from mouse, or mouse from stem cell) (“**Progeny**”); and
		3. any substances created by Recipient, which constitute an unmodified functional subunit or product expressed by the Original Material (for example, subclones of unmodified cell lines, purified or fractionated subsets of the original material, proteins expressed by DNA/RNA supplied by Dalhousie, or monoclonal antibodies secreted by a hybridoma cell line) (“**Unmodified Derivatives**”).
2. The Material and Information are considered proprietary to Dalhousie and/or the Zebrafish Facility. Dalhousie and/or the Zebrafish Facilityretains all rights, title and interest in and to the Information and the Material.
3. This Agreement and the resulting transfer of Material and Information constitute a non-transferable non-exclusive license to use the Material and Information for academic research purposes solely for the research project described in Schedule “A” (the “**Research Project**”).
4. As consideration for use of the Material and Information, Recipient agrees to pay Dalhousie the indicated amount before taking delivery of the Material and Information. Shipping and related expenses will be paid by Recipient.

Amount: $●

1. The Material and Information shall not be used in in-vivo research in humans, or in human diagnostic, therapeutic or other clinical applications. Research with the Material, requiring the use of animals shall be conducted in accordance with the policies and guidelines of the Canadian Council of Animal Care: Guide to the Care and Use of Experimental Animalsor where Recipient is located outside Canada, with equivalent regulations in force in Recipient’s jurisdiction and applicable to Recipient.
2. Nothing in this Agreement shall be deemed to grant to Recipient or Recipient Scientist any (a) rights under any issued patents or pending patent applications or (b) rights to use the Material or Information for any Commercial Purpose.
3. In the supply of the Material and Information, Dalhousie and/or the Zebrafish Facility are under no obligation to enter into a licensing agreement or any other relationship with Recipient other than that defined in this Agreement.
4. The Recipient agrees that the Material and Information will not be used in research that is subject to licensing obligations of Recipient or Recipient Scientist to another individual, institution or business entity unless prior written permission is obtained from Dalhousie.
5. Neither the Recipient Scientist nor the Recipient shall distribute, release, allow any third party access or in any way disclose the Material or Information to any person or entity other than personnel under Recipient Scientist’s direct supervision, and Recipient Scientist and Recipient shall ensure that no one will be allowed to take or send Material or Information to any other location other than those locations specified in Schedule A without the prior written permission of Dalhousie.
6. The Recipient and the Recipient Scientist will acknowledge the Zebrafish Facility in any such publication or presentation, as academically and scientifically appropriate, based on provision of the Material, Information or other direct contribution to the Research Project.
7. The Material and Information are being provided by Dalhousie to Recipient on an "as is" basis and the Material is understood to be experimental in nature. Any use of the Material or Information by Recipient or Recipient Scientist will be at the sole risk and liability of Recipient and Recipient Scientist, whether or not Dalhousie has consented or acquiesced to such use. DALHOUSIE MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL AND INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE DURABILITY, STORAGE, DISPOSAL, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TO THE NON-INFRINGEMENT OF THE MATERIAL AND INFORMATION ON THE PROPRIETARY RIGHTS OF A THIRD PARTY.
8. In no event shall Dalhousie be liable for any use by Recipient Scientist or Recipient of the Material or Information for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling, storage or disposal of the Material. Recipient agrees to hold harmless Dalhousie, its Governors, officers, students agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgements against them arising out of the activities to be carried out pursuant to this Agreement and the use by Recipient of the results obtained from the Research Project.
9. Recipient Scientist and Recipient will transport, use and store, as applicable, the Material in compliance with all current laws, governmental regulations and guidelines applicable to the Material.
10. The term (“**Term**”) of this Agreement, and the license granted herein, starts on the Effective Date and ends on the completion of the Research Project, unless terminated earlier under Section 15.
11. Either party may terminate this Agreement on 30 days written notice to the other party.
12. Upon expiration or earlier termination of this Agreement, the Recipient Scientist and Recipient shall promptly discontinue to use the Material and Information and will, upon direction of Dalhousie, promptly return or destroy any remaining Material and Information.
13. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Dalhousie.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia.
15. Notices under this Agreement shall be provided:
	1. In the case of Dalhousie to:

Office of Research Services

6299 South St., Suite 231

PO Box 15000

Halifax, NS B3H 4R2

Attention: Legal Advisor

Phone: 902-494-3431

Fax: 902-494-1595

* 1. In the case of the Recipient to:

● [Insert complete contact information]

1. Neither party shall have the right to use the name of the other party without the specific written permission of the authorized representative of the other party.
2. Sections 2, 6, 11, 12, 16 and 18 will survive the expiration or earlier termination of this Agreement.
3. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the parties relating to its subject matter.
4. This Agreement may be executed in counterpart by the Parties, either through original copies or by facsimile or electronically each of which will be deemed an original and all of which will constitute the same instrument.

**Dalhousie University**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**● [name of recipient]**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[insert name and title of Authorized signing officer]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement:

While not a party to this agreement, the Recipient Scientist (Dr. ●) acknowledges that he or she has read this Agreement and understands his or her obligations arising from this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Schedule “A”**

Description of Research Project

**[attach]**