

## UofG MVLS Material Transfer Agreement Transcript

### Introduction

The MVLS Translational Research Initiative supports academic staff, early career researchers and PhD students, giving guidance and advice on research translation, funding, industry engagement and commercial aspects of research undertaken at the College. Our colleagues in the University of Glasgow Contracts Team, help advise and process a wide variety of legal agreements, including material transfer agreements (or MTAs).

MTAs are contracts that govern the transfer of materials from a provider to a recipient who intends to use it for their own research purposes (i.e non-commercial use). This could be from academia to industry or another institute and vice versa. This agreement typically covers biological materials such as reagents, cell lines and plasmids but can also be used for chemical compounds and software, or anything else with scientific or commercial value. All of which come under the term 'materials.'

There are two types of MTA: an MTA 'in', where material is being sent to the University by a provider and MTA 'out' where material is being sent by the University to another party.

Additional purposes of an MTA are to:

- Define and negotiate the ownership rights of any resulting intellectual property (IP), inventorship, publications and confidentiality;
- Provide information regarding which party owns the original material;
- Disclose each party's access to outputs from the agreement;
- Put requirements in place for what happens to a material at the end of the agreement;
- Specify any risks involved and identify any legal provisions that are required such as regulations, reporting requirements, warranties or indemnities.

### What can an MTA provide and when is it necessary?

An MTA can include:

- Control over the distribution of a material, including putting restrictions in place for material commercialisation;
- Restrictions so that only named recipient scientists in specific laboratories, or people under supervision of the named scientist can access the material;
- Provisions to reduce the liability of a recipients use of the material;
- Control over the research results using the material, for both informative purposes and commercial exploitation;
- Payment of the material, for example, the University can charge other parties, such as industry, for the cost of the material;
- Transport costs, for example, if the material is provided by the University free of charge, but the recipient must pay for transport costs;

This does **not** include:

- Clinical trials;
- Internal collaboration;
- Materials that are readily available commercially. In this case, PIs are encouraged to purchase materials over proceeding with an MTA, if materials can be provided at a reasonable cost. Please always check relevant supplier catalogues as the material you require may be commercially available.

MTAs ensure that the transfer of materials does not conflict with terms included in existing funding (i.e., research grants and fellowships) and adheres to university policy, ensuring the rights and obligations fit with the researchers' intended purpose. For example, most major funders have their own set of terms and conditions where they require knowledge and acceptance of any third-party agreements, including MTAs. If an MTA has been received from an external source, this should always be reviewed by the Contracts Team.

Problems could potentially arise, for example, if a student carries out work on a project in which a material from the MTA is required. It is important to note here, that standard MTAs from industry may not refer to, or include, students of the University. Students are not employees; therefore, the University does not automatically own a student's IP. It is of great importance that the MTA does not prejudice the student from publishing a thesis or dissertation. However, the use of these materials by students may be in breach of the agreement. Should a student wish to use any material listed in the MTA, they would be required to assign the relevant IP generated through the MTA to the University. The assignment of such IP generated by the student can be assigned to the University by an assignation agreement.

### **Who can sign and approve MTAs?**

MTAs can only be signed on behalf of the University by certain individuals in the University of Glasgow Contracts Team - see the links to the relevant personnel below. The University will, in the first instance, seek that an MTA is governed in accordance with Scots Law and that parties submit to the exclusive jurisdiction of the Scottish courts. The Contracts team can also advise on Export Control Legislation of materials as well as Nagoya Protocol Compliance for the fair and equitable sharing and utilisation of genetic resources.

The University will not agree to an MTA that conflicts with any pre-existing obligations to research sponsors and any other third parties without a written waiver obtained from the party with pre-existing contracts.

Please note, an agreement may require several weeks, as the majority of MTAs require some form of modification. The length of time will also be dependent on the other party. Where possible, please plan your materials transfer as far ahead as possible to avoid delays to your research.

## Summary

- MTAs are contracts that govern the transfer of materials from a provider to a recipient who intends to use it for their own research purposes. They are legally binding contracts;
- We have a great Contracts team that will turn MTAs around quickly for you;
- Upon execution of an MTA, the PI will be responsible for any transport or delivery arrangements of the materials. Costs associated with this must be met by the PI or their division.

We would prefer that you use one of the University of Glasgow MTA templates. However, a company or other institution may ask that you use their MTA form. If you are compelled to use a non-University of Glasgow MTA, the Contracts Team can review this for you.

Finally, remember that the Contracts Team is on hand to help you with any questions that you might have.