Technology Development & Commercialization
UNIVERSITY HEALTH NETWORK

MTA Instructions:

1) **Please complete all fields in the agreement below:**
    a) **Institution Name & Address**
    b) **Recipient Scientist Name and Shipping Address**
    c) **Description of Material**
    d) **Transferring Scientist Name**
    e) **Research Program**
2) **Have 2 originals fully signed by your recipient scientist and your authorized signatory for your institution.**
3) **Forward both originals to the following address:**

    Attention: Cheryl Adamo
    University Health Network
    Technology Development & Commercialization
    101 College Street – Suite 150
    Heritage Building – MaRS Centre
    Toronto, Ontario
    M5G 1L7 Canada
    T: 416-581-7400
    F: 416-581-7408
    E: cadamo@uhnresearch.ca
4) **If you have any questions concerning this agreement please do not hesitate to contact Cheryl Adamo (416) 581-7400 (cadamo@uhnresearch.ca).**
5) **Once the MTA is fully signed, one original will be returned to you for your institutional records, the second original will be retained by our office for UHN records, and a copy will be sent to the transferring scientist so that he/she can release the materials.**

The Microarray Centre
University Health Network
101 College Street
TMDT – 9th Floor – Room 301,
Toronto Ontario
M5G 1L7

Human CpG Array Transfer Agreement

Between: University Health Network, carrying on business as The Microarray Centre, 101 College Street, TMDT – 9th Floor – Room 301, Toronto, Ontario Canada, M5G 1L7. ("UHN")

AND
[insert name and address]
("Recipient Institution")

AND
[insert name and address]
("Recipient Scientist")

Definitions:

Material:
UHN 12k Human CpG Arrays
including any unmodified derivatives and any accompanying know-how or data, ("Proprietary Information"), however Proprietary Information shall not include information that is: already demonstrably known to Recipient at time of transfer; part of the public domain; obtained from a third party not under a duty of confidentiality; or required to be disclosed by law.

Recipient: Recipient Scientist and Recipient Institution

This Agreement, effective as of the date of the last party to sign, governs an arrangement whereby UHN agrees to provide proprietary material described above and developed by the Transferring Scientist for use by Recipient in return for the listed fees as invoiced separately and subject to the terms and conditions set forth in this Material Transfer Agreement ("Agreement"):

1. This Agreement applies to the transfer to Recipient of the Material for use in Recipients research.

2. Legal title to the Material shall be unaffected by this Agreement or the transfer hereunder. Except as otherwise provided in Paragraph 7 of this Agreement, Recipient shall maintain the confidentiality of Proprietary Information respecting the Material.

3. The transfer of the Material constitutes a non-exclusive license to use the Material solely for the research of Recipient. The transfer of the Material grants to Recipient no rights in the Material other than those specifically set forth in this Agreement.

4. Recipient will use the Material in compliance with all laws, governmental regulations and guidelines, including, without limitation, current CIHR or NIH guidelines and any regulations or guidelines pertaining to research with recombinant DNA that may be applicable to the Material. The Material is provided to Recipient for use in vitro. **THE MATERIAL MAY NOT BE USED FOR PURPOSES OF DIAGNOSTIC TESTING.**

5. Neither Recipient, nor any other person authorized to use the Material under this Agreement, shall make available any portion of the Material to any person or entity other than laboratory personnel under the immediate and direct control of Recipient Scientist. Recipient may not sublicense, sell, assign, transfer, lease or otherwise provide Material to another party without the prior written consent of UHN. No person authorized to use the Material shall be allowed to take or send the Material to any location other than the Recipient Scientist's laboratory without UHN's prior written consent. UHN may distribute the Material to other commercial or noncommercial entities.

6. ANY MATERIAL DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS PROPERTIES. THE RECIPIENT SHALL USE MATERIAL WITH PRUDENCE AND APPROPRIATE CAUTION AND SAFEGUARDS SINCE NOT ALL OF ITS CHARACTERISTICS ARE KNOWN. THE UHN MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WHATSOEVER IN RESPECT OF THE MATERIAL. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIAL, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

7. The UHN Microarray Centre may not distribute clones for verification or any other purposes to the recipient. Recipient acknowledges that any and all clones which are needed for verification or other purposes must be obtained from the original source of the clones, the HGMP in the UK. Please refer to http://www.sanger.ac.uk/HGP/cgi.shtml for further information.

8. Sequencing of the clones which make up the CpG array was performed by the Sanger Institute (please see http://www.sanger.ac.uk/HGP/cgi.shtml for more details). The UHN Microarray Centre has not yet performed additional sequencing of these clones. As such the clones which make up the CpG array are acknowledged to be potentially redundant. The UHN Microarray Centre and the Sanger Institute have not attempted to remove redundancy from the set at this time.

9. Recipient shall acknowledge the UHN Microarray Centre as the source of the Material in any publication of Research results.

10. **EXCEPT TO THE EXTENT PROHIBITED BY LAW THE RECIPIENT ASSUMES ALL LIABILITY FOR DAMAGES WHICH MAY ARISE FROM RECIPIENTS ACCEPTANCE, USE, HANDLING, STORAGE OR DISPOSAL OF THE MATERIAL. THE UHN 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 ANY ACCEPTANCE, USE, HANDLING, STORAGE OR DISPOSAL OF THE MATERIAL BY THE RECIPIENT, EXCEPT TO THE EXTENT PERMITTED BY LAW WHEN CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE UHN. RECIPIENT INSTITUTION AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UHN AND CORPORATE AFFILIATES OF UHN AND THEIR RESPECTIVE BOARDS OF GOVERNORS, TRUSTEES, OFFICERS, STAFF, REPRESENTATIVES AND AGENTS AGAINST ALL LIABILITY, DAMAGES, EXPENSES (INCLUDING WITHOUT LIMITATION LEGAL EXPENSES), CLAIMS, DEMANDS, JUDGEMENTS, OR OTHER LOSSES BASED UPON OR ARISING FROM RECIPIENT'S ACCEPTANCE, USE, HANDLING, STORAGE OR DISPOSAL OF THE MATERIAL.**

11. This Agreement is not alterable or assignable without the prior written consent of UHN.

12. This Agreement shall be construed in accordance with the laws of Ontario.

13. Recipient may at its sole discretion make non-confidential data generated using the Material available to the UHN for incorporation in a database of microarray derived gene expression data. In return for providing said data, Recipient will, and on terms decided by UHN, be granted access to said database.

14. The Recipient may publish data or file patent application(s) disclosing inventions made by the Recipient through the use of the Material. No such publications or applications shall contain Proprietary Information of the UHN without the prior written consent of UHN.

IN WITNESS WHEREOF, the parties or the duly authorised officers of the parties have executed this Agreement

UHN	**Recipient Institution**
Authorised Official: **Brian H. Barber, PhD**	Authorised Official:_____
Title: **Director, Technology Development & Commercialization**	Title:_____
Signature:_____	Signature: _____
Date:_____	Date:_____

I have read and understood this Agreement and agree to be bound by the terms and conditions therein.

RECIPIENT SCIENTIST

Name: _____

Title: _____

Signature: _____

Date: _____