MATERIAL TRANSFER AGREEMENT

BETWEEN **THE ADMINISTERING INSTITUTE CURRENTLY THE QUEENSLAND UNIVERSITY OF TECHNOLOGY ("** 2 George Street Brisbane Queensland Australia.(in this Agreement called "**Administering Institute**"

AND **[Insert Name of Third Party]** of [Insert Address], in the State of (insert), Australia (in this Agreement called the "**Recipient**")

BACKGROUND:

A. In 2003 the Queensland University of Technology, Hanson Institute of Medical Research, Garvan Institute of Medical Research and the Monash Institute of Medical Research and others (collectively called the "Collaborating Partners") participated in the development of a successful bid for a National Health and Medical Research Council (NHMRC) Enabling Grant ("Research Project").

B. In 2004 the Collaborating Partners signed a Deed of Agreement with the Commonwealth of Australia where they agreed to comply with the legal obligations contained in the Deed, including the obligation to use the funding in support of the objectives of the NHMRC Research Funding Schemes.

C. In 2007 the Collaborating Partners established a Collaborative Research Agreement, and the appointment of an Administering Institute, which will serve the interests of the Collaborating Partners by facilitating the collection, storage and distribution of tissue from men with prostate cancer.

D The Collaborating Partners have conferred the authority on the Administering Institute to enter into Material Transfer Agreements and administer the transfer of Material to Recipients on behalf of the Collaborating Partners.

THIS AGREEMENT PROVIDES

1. MEANINGS

In this Agreement, the following words have the following meanings:

Administering Institute means: The Queensland University of Technology, represented by Professor Judith Clements.

Chief Investigator means the Chief Investigator named in the Tissue Application Form , which is attached to this MTA;

Commercial Purpose means to manufacture, sell, hire or otherwise exploit for financial or other gain or advantage a product, process or information, or to provide a service, or to license, sub-license, joint venture or make any other similar arrangement with any third party to do any of those things.

Confidential Information means all information relating to the Material disclosed by the Administering Institute to the Recipient;

Modification means; substances created by the Recipient, which contain/incorporate the Material

Unmodified Derivative means; substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Material. Some examples include: sub-clones of unmodified cell lines, purified or fractionated subsets of the Material , proteins expressed by DNA/RNA supplied by the Administering Institute or monoclonal antibodies secreted by a hybridoma cell line;

Material means prostate tissue, cells, blood, seminal fluid or any other material including data received by the Recipient from the Research Project and Unmodified Derivatives;

New IP means such of the following as arise from the Recipient's use or possession of the Material or Confidential Information:

(a) a Modification;

(b) inventions; discoveries; facts; data; ideas; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; techniques; products; prototypes; processes; know how; routines; specifications; drawings; trade secrets; technology methods; works in respect to which copyright subsists; and other knowledge;

Purpose means the research as detailed in the Tissue Application Form which is attached as a schedule to this MTA.

Tissue Application Form means: the form which is attached as a schedule to this MTA which contains the name of the Chief Investigator, the Material and describes the Purpose.

2. PROVISION OF MATERIAL

2.1 The Administering Institute will provide the Material to the Recipient and may also disclose Confidential Information to the Recipient.

2.2 The Recipient agrees to abide by all State and Federal legislation as it relates to but not only collection, storage, transport, use and disposal of the Material.

2.2 The Recipient must ensure that only the Chief Investigator and those supervised by the Chief Investigator have access to the Material and Confidential Information.

2.3 The Administering Institute also enters into the MTA as a Collaborating Partner.

3. SAFETY

3.1 The Recipient acknowledges that the Material may contain infectious agents, or other substances that are hazardous or dangerous, or harmful to persons or property.

3.2 The Recipient is responsible for the Recipient's safe handling and storage of the Material, in such as a way as ensures that the Material will not cause any harm to any person, or to property.

3.3 The Recipient warrants to the Administering Institute that given the nature and characteristics of the Material, the Recipient:

(a) is aware of all matters that concern the safe handing and storage of the Material;

(b) has all facilities that are required for the safe handing and storage of the Material.

4. USE OF MATERIAL & CONFIDENTIAL INFORMATION

4.1 The Recipient must use the Material and Confidential Information only for the Purpose, and must not use the Material or the Confidential Information for any other purpose.

4.2 The Recipient must not use the Material or Confidential Information for any Commercial Purpose.

4.4 The Recipient must not lodge any patent application or any other application for the statutory protection of the Material or Confidential Information.

4.5 The Recipient may communicate the Confidential Information to such of its directors, officers, employees, professional advisors or students as need to know the Confidential Information for the Purpose. The Recipient warrants that each such director, officer, or employee is bound to the Recipient by obligations of confidentiality at least to the same extent as are imposed upon the Recipient by this Agreement.

4.6 That upon completion of the permitted Purpose in which the Materials were used, the Recipient will provide the Administering Institute with research data from the Purpose as may be requested by the Administering Institute.

5. CONFIDENTIALITY & TRANSFER OF POSSESSION

5.1 The Recipient must keep the Material and Confidential Information secret and confidential.

5.2 The Recipient must not disclose to any other person or make known in any manner any part of the Material or Confidential Information.

5.3 The Recipient must not provide the Material, nor any sample of the Material, to any person, nor in any other way part with possession of the Material, nor any sample of the Material, without the Administering Institute's prior written consent.

5.4 The Recipient must keep the Material and Confidential Information in a secure place so as to ensure that unauthorised persons do not have access to the Material or Confidential Information.

5.5 The Recipient acknowledges that damages may be an inadequate remedy in the event of any breach of this Agreement occurring, and that only an injunction might be adequate to properly protect the interests of the Collaborating Partners.

6. ENDING OF OBLIGATION OF CONFIDENTIALITY

6.1 The Recipient shall be relieved from the Recipient's obligations of confidentiality in this Agreement in respect to the Material or any part of the Confidential Information which:

(a) the Recipient can show was in the possession of the Recipient as at the date of the provision of the Material, or disclosure; or

(b) the Recipient can show is or becomes part of the public domain otherwise than by a breach of this Agreement; or

(c) the Recipient can show was received in good faith from a person entitled to provide it to the Recipient; or

(d) the Recipient can show was independently developed by the Recipient, by employees who did not have access to the Material or the Confidential Information.

6.2 If parts or elements or features of the Material or Confidential Information are in the public domain, or otherwise fall within one of the

categories mentioned in clause 6.1, but the combination of those parts or elements or features is unique, the Recipient may not take the benefit of clause 6.1.

7. PROPERTY & RIGHTS

7.1 The Recipient acknowledges that this Agreement is not a contract for sale of goods.

7.2 The Recipient acknowledges that the Material shall at all times remain the property of the Collaborating Partners who provided the Material.

7.3 The New IP shall be owned by the Recipient.

7.4 The Recipient gives the Collaborating Partners a non-exclusive, perpetual, worldwide, royalty free license to use the New IP but not to use the New IP for Commercial Purposes.

7.5 Nothing in this Agreement confers upon the Recipient any right or license to any part of the Material or Confidential Information other than that in clause 4.

8. PUBLICATIONS

8.1 The Recipient must not publish any paper which in any way refers to the Material, any Confidential Information, or the New IP, without the prior written consent of the Administering Institute. Such consent will not be unreasonably withheld and be provided within 30 days.

8.2 The Recipient must submit to the Administering Institute for the written approval copies of all manuscripts containing any of the information identified in clause 8.1.

9. INFRINGEMENT

9. If the Recipient shall learn or believe that:

(a) any unauthorised person has come into possession of any part of the Material or Confidential Information; or

(b) any unauthorised person is doing any thing in contravention of rights that attach to and arise from the Material or Confidential Information,

the Recipient must immediately report full particulars to the Administering Institute, and must provide to the Administering Institute all reasonable assistance and information it may request with respect to that information.

10. DURATION

10.1 The term of this agreement is 5 years

10.2 The obligations upon the Recipient in this Agreement end upon the expiration of that period. This does not affect the provisions of this Agreement relating to the Recipient's ownership of New IP.

11. RETURN OF MATERIAL & CONFIDENTIAL INFORMATION

11.1 The Administering Institute may at any time by notice in writing to the Recipient require the return to the Administering Institute the Material and/or Confidential Information.

11.2 Within 7 days of receipt of such a notice the Recipient must deliver to the Administering Institute the Material and Confidential Information together with all copies of all Confidential Information in its possession:

(a) provided by the Administering Institute; or

(b) which the Recipient has for any reason made.

11.3 Any part of the Confidential Information which cannot conveniently be returned by the Recipient to the Administering Institute shall be completely destroyed in such manner and at such time as directed by the Administering Institute, including by deletion from all computer records and electronic or magnetic storage devices.

11.4 Any part of the Material which the Administering Institute does not require to be returned to the Administering Institute shall be destroyed in the manner required by any law or regulatory agency for the disposal of potentially biohazardous waste.

12. NO ASSIGNMENT

12.1 The parties may not assign their rights and obligations in this Agreement.

13. NO WARRANTIES

13.1 The Recipient acknowledges that the Material is experimental in nature and the Material is provided by the Administering Institute without any representation, condition or warranty whatsoever. In particular, no representation, condition or warranty is given that the Material or Confidential Information will be fit for any purpose required by the Recipient. To the extent possible at law, all implied warranties and conditions are excluded.

13.2 The Administering Institute makes no warranty or representation in relation to:

(a) the Material or Confidential Information;

(b) the likelihood or otherwise of the Recipient being granted any rights in relation to the New IP;

(c) the likelihood of the parties entering into any further agreement of any type.

14 LIABILITY & INDEMNITY

14.1 The Recipient agrees to indemnify and hold the Administering Institute and the Collaborating Partners, their directors, employees, representatives or students harmless from any loss, claim, damage, injury, expense (including legal expense or other liability resulting or arising out of the Recipients possession, use, storage, transport or disposal of the Confidential Information and/or the Material and howsoever arising whether in tort (including negligence) contract, statute or otherwise.

14.2 The obligations of the Recipient under this clause will continue despite the termination or expiration of this Agreement.

15. GOVERNING LAW

This Agreement is made and entered into in Queensland. The parties agree to submit themselves to the exclusive jurisdiction of the courts in that place.

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SIGNATURES OF PARTIES

This Agreement shall be effective when signed by all parties, and its effective date is the latest of the dates set out below.

SIGNED on behalf of the Administering Institute by

_____
Print Name

_____ _____
Signature date

SIGNED on behalf of [Insert Name of Recipient] by

_____
Print Name

_____ _____
Signature date