University College London
Material Transfer Agreements Policy

20 December 2018
UCL Materials Transfer Agreement Policy

1. Introduction

1.1. UCL is London’s Global University: a diverse intellectual community, engaged with the wider world and committed to changing it for the better; recognised for its radical and critical thinking and widespread influence; with an outstanding ability to integrate its education, research, innovation and enterprise for the long-term benefit of humanity.

1.2. UCL recognises that in order to undertake the mission of the university, including research, teaching and innovation and enterprise, it is important that academics and researchers are able to obtain, share and provide materials and data with third parties, for the furtherance of their research, education and innovation and enterprise activities.

1.3. The obtaining, sharing and provision of such materials, whilst essential to the academic activities of individuals and groups within the university, needs to be undertaken in a manner that is consistent with the requirements and expectations of all parties, and with any relevant legislation or regulatory requirements. This is needed in order to protect the reputation and charitable status of UCL, and also our staff, students and partner.

1.4. In order to fulfill this requirement, Material Transfer Agreements (MTAs) are used to set out the expectations of the Provider and Recipient of the materials and, where appropriate, data. Most commercial organisations, academic and not-for-profit institutions will only release materials if there is an MTA in place between the Provider and the Recipient.

1.5. MTAs are required for the transfer of research tools which can include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals, other chemicals, alloys and other materials with scientific or commercial value. Sometimes data/information/data sets associated with the material are also transferred under a MTA. Although an agreement under which only data/data sets are transferred is typically called a data transfer agreement, it is in essence an MTA, and subject to the same limitations as indicated in this Policy.

1.6. MTAs can cover materials and data either requested by UCL researchers (here UCL is the Recipient) from other institutions (Incoming MTA), or sent by UCL researchers (here UCL is the Provider) to other institutions (Outgoing MTA).

1.7. An MTA offers a number of important benefits to the Provider including:
   - control over distribution of the Material;
   - restricting the use of the Material to non-commercial research;
   - limiting liability for the Recipient’s use of the material, and
   - access to the results of the research, both for information purposes and for commercial exploitation.
1.8. Please refer to the Glossary for a summary of the defined terms.

2. **Scope**

2.1. This Policy applies to all Relevant Staff and Relevant Students (both of which are defined in the Glossary).

2.2. The Policy applies where any Materials or Data are:

2.2.1. provided by Relevant Staff or Relevant Students to third parties; or

2.2.2. received from third parties except where purchased on the open market.

3. **Principles**

3.1. UCL recognises the importance of the transfer of Materials for research, teaching and innovation purposes and applies the following principles.

**Acquisition of Materials or Data**

3.2. When acquiring Materials or Data:

3.2.1. where reasonably possible and feasible, it should be purchased on the open market;

3.2.2. where paragraph 3.3.1 does not apply, the terms of any Material Transfer Agreement should be proportionate to the nature and potential of the Material or Data and should not include terms that are onerous on UCL.

**Supply of Materials or Data**

3.3. When supplying Materials or Data:

3.3.1. a standard template MTA, appropriate to the Material or Data, must be used;

3.3.2. UCL must not be subjected to onerous terms from an third party.

3.4. That for all transactions, incoming or outgoing, the agreements and transactions must be consistent with relevant regulatory requirements including, but not limited to, ethical, import and export controls, and relevant legislation including the Human Tissue Act 2004 and Animals (Scientific Procedures) Act 1986.

3.5. In all cases where an MTA is associated with another contract, such as a Collaboration Agreement, it is the responsibility of the functional element of UCL that is responsible for and/or manages that other contract to develop utilise any required MTA.

4. **Roles and Responsibilities**

**Relevant staff and Relevant Students**

4.1. All Relevant Staff and Relevant Students are responsible for identifying the need for an MTA, or approval of an MTA, and informing their Research Group Leader.

**Research Group Leaders**

4.2. Research Group Leaders are responsible for:

4.2.1. providing sufficient and accurate information for UCLB, a UCL Head of Department, Dean or Vice-Provost to make decisions in relation to the proposed MTA, including if an MTA is associated with another agreement,
4.2.2. Identifying any risks associated with the Material and declaring these, including
the implications and mitigation strategy,
4.2.3. Ensuring that all necessary ethical and other regulatory approvals required to
support an MTA are obtained prior to seeking agreement of the MTA,
4.2.4. Ensuring that UCL complies with the terms of the agreed MTA,
4.2.5. Communicating to the relevant researchers and Professional Services staff any
necessary information in relation to compliance with an MTA, and
4.2.6. Ensuring that copies of all MTAs associated with their research projects are
stored appropriately within the Department.

UCLB

4.3. UCLB is responsible for:

4.3.1. Negotiating MTA agreements on behalf of UCL, within the constraints of this
policy, the UCL Delegated Authorisation Limits and the UCLB UCL Relationship
and Services Agreement, with the following exceptions:

4.3.1.1. For MTAs required for Clinical Trials, where these will be negotiated
by the relevant clinical trial office responsible for negotiating the necessary
clinical trial documents (see 4.4 below).

4.3.1.2. For MTAs associated with other agreements, where these will be
negotiated by the relevant UCL office (see 4.4 below).

4.3.1.3. For MTAs where there are personal, non-anonymised data, where
these must be referred to the Data Protection Team.

4.3.1.4. Any other type of MTAs which UCL may decide from time to time to
exclude from UCLB’s remit.

4.3.2. For MTAs where there are onerous terms, identifying the legal risks
associated with these and advising UCL as to these risks.

Please note that UCLB can only identify the legal risks in connection with a
MTA. It cannot advise on the risks of the materials themselves. It is for the
relevant Dean (section 4.6), advised by the Research Group Leader in relation
to the risks of the materials (Section 4.2) to consider those risks together with
any legal risks as UCLB identifies to decide whether to proceed with the
MTA.

4.3.3. Appropriately recording the existence of and storing any MTA in accordance
with section 6.1.

UCL Offices negotiating agreements where associated MTAs are required

4.4. UCL Offices negotiating agreements with which MTAs are associated are
responsible for:

4.4.1. Ensuring that any MTAs required to support the agreement are identified,
4.4.2. Negotiating and agreeing the MTAs (where UCLB is not involved), and
4.4.3. Ensuring that a record of any such MTAs are kept in the department of the PI
and also provided to the MTA team.

Heads of Department, Heads of Division, Deans and Heads of Professional Services
4.5. Heads of Department, Heads of Division, Deans and Heads of Professional Services are responsible for ensuring that their Relevant Staff and Relevant Students are aware of this Policy.

Deans

4.6. Deans are responsible for:

4.6.1. The approval or rejection of MTAs with onerous conditions or

4.6.2. Escalating the approval where necessary.

Deans and the Chief Operating Officer

4.7. Deans and the Chief Operating Officer are accountable for compliance with this Policy.

Vice-Provosts, the Director of Finance and Business Affairs and the Chief Operating Officer

4.8. Relevant Vice-Provosts, the Director of FBA (or their delegates) and the Chief Operating Officer are responsible for providing advice and guidance to Deans of Faculties, Heads of Division, Heads of Department and Heads of Professional Services in relation to MTAs as appropriate to their functional area. This comprises:

- Chief Operating Officer: Legal opinion, management, systems
- Director of Finance and Business Affairs: finance, delegated authorities, procurement
- Vice-Provost (Health): clinical trials, clinical practice, collaboration with partner hospitals
- Vice-Provost (Enterprise): industry collaboration, commercialisation, intellectual property and consultancy
- Vice-Provost (Research): conduct of sponsored research

The Vice-Provost (Enterprise)

4.9. The Vice-Provost (Enterprise) is the owner of this Policy.

5. Procedure

5.1. To ensure that MTAs comply with the principles set out in section 3 of this Policy, in particular to avoid MTAs that represent a risk to the institution, the procedure for negotiating, approving and concluding MTAs is as set out in Appendix 2.

5.2. MTAs must not be entered into unless they have been subjected to the procedure in this Policy and Appendix 2.

6. Filing

6.1. UCLB will hold a copy of all MTAs signed by UCLB, or UCL following UCLB escalation, including of those MTAs signed under departmental arrangements as described in section 3.4 of Appendix 2 below.

6.2. Departments and Faculties will be responsible for filing MTAs relevant to the work undertaken in their Department/Faculty.

7. Ongoing Review of the MTA Policy
7.1. This Policy will be subject of regular review by the Vice-Provost (Enterprise), with updates reported to the Senior Management Team of UCL and the Audit and Risk Committee and other relevant bodies.

7.2. Such reviews will take place in the light of legislation and guidance on best practice issued by outside bodies and are to take place at least once every three years.
Appendix 1: Glossary of defined terms

**Data Transfer Agreement:** an agreement pursuant to which Data is acquired from or supplied to a third party.

**Data:** data, information and/or data sets that relate to or are derived from Materials but excluding any such data, information or data sets that constitute personal data under data protection laws.

**Materials:** research tools that can include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals, other chemicals, alloys and other materials with scientific or commercial value and including Data.

**MTA:** a material transfer agreement pursuant to which Materials or Data are acquired from or supplied to a third party. For the purposes of this Policy, this shall include Data Transfer Agreements.

**MTA team:** the group of individuals that are responsible for managing MTAs on behalf of UCL, currently being UCLB pursuant to the UCLB UCL Relationship and Services Agreement.

**Provider:** the commercial organisation, academic or not-for-profit institution providing the Material

**Recipient:** the commercial organisation, academic or not-for-profit institution receiving the Material

**Research Group Leader:** A UCL member of staff as defined in Section 2.1 of this Policy who leads a research project at UCL and who is accountable to the funding body and UCL for the delivery of any research outputs.

**Relevant Staff:** all UCL employees, officers, consultants, contractors, individuals seconded to UCL or working under an honorary contract or other visiting appointment at UCL, interns, volunteers, casual workers, agency workers and other individuals contracted to work on UCL matters where, in connection with their role at UCL, they are involved in the process of either providing Materials to or receiving Materials from third parties.

**Relevant Students:** all individuals who are undertaking the programme of work and training that will, if prosecuted to the required standard, lead to the award of a doctorate and who are registered with UCL, via Student and Registry Services, for their degree.

**UCLB UCL Relationship and Services Agreement:** the agreement between UCL and UCLB setting out the relationship and the supply of services from UCLB to UCL, as amended or updated from time to time.
Appendix 2: process for incoming and outgoing MTAs

The process for completion of an MTA where UCLB negotiates this on behalf of UCL is set out in the Flow Chart at Appendix 5.

Process summary
Research Group Leaders will complete the relevant due diligence form (Appendix 2, web link WW) and submit this to UCLB through the established email address mtateam@uclb.ac.uk.

UCLB will process the MTA request on the basis of the information on the completed form. This may include passing the request on to an alternative UCL office.

Once approved, the MTA will be stored appropriately and provided to the requesting Research Group Leader.

Procedures for progressing MTAs with onerous term
Where the MTA team identifies that the terms of a proposed MTA create a potentially significant institutional risk, then approval of the MTA must be escalated to the relevant Dean as set out in the process detail, below.

Examples of provisions that represent significant institutional risks include: (i) UCL being asked to give broad or unlimited indemnities or agree to liabilities or indemnities above the threshold specified in paragraph 3.3.2 below; (ii) intellectual property issues such as over-reaching rights to UCL’s intellectual property; (iii) the existence of certain risks or hazards associated with the use of the Material as indicated in the due diligence form; (iv) UCL being asked to waive indemnities from the other party or to accept an unreasonable or uncommercial cap on the other party’s liability; or (v) a Recipient demanding specific warranties from UCL about the fitness for purpose or quality of the Material.

Other issues for which an MTA Referral Form would be necessary include seeking UCL’s approval for MTAs which have a transfer fee/price in excess of £1000 or where the Material is actually being sold, such that the ownership/title in the Material is being transferred under the MTA.

Please note that UCLB can only identify the legal risks in connection with an MTA. It cannot advise on the risks of the Materials themselves. It is for the relevant Dean (section 4.6), advised by the Research Group Leader in relation to the risks of the materials (Section 4.2) to consider those risks together with any legal risks as UCLB identifies to decide whether to proceed with the MTA.

Process detail
1. On identification of a need for an MTA, the Research Group Leader should complete the relevant due diligence form which can be downloaded from the UCLB web site. This form must be submitted to the MTA team at mtateam@uclb.com. They should include an assessment of any risks associated with the Material, and mitigations for these. If appropriate there should also be an explanation as to why the Material cannot be purchased on the open market.

2. The UCLB MTA team will identify from the provided information if they are the correct office of UCL to negotiate and approve the MTA. If they are not, or there is insufficient information on the due diligence form, they will return the MTA due diligence form to the
Research Group Leader.

3. If the UCLB MTA team is the correct team to negotiate and approve the MTA, they will:
   3.1. Incoming MTAs:
       3.1.1. consider the terms and whether UCLB can sign these on behalf of UCL;
       3.1.2. where legal risks, as opposed to risks associated with the Material, are identified, seek to mitigate these;
       3.1.3. negotiate where necessary, agree the MTA and sign it on behalf of UCL;
       3.1.4. file the MTA and provide a completed copy to the Research Group Leader.
   3.2. Outgoing MTAs:
       3.2.1. identify the appropriate standard template, which will be dependent on the nature of the Material, any intellectual property concerns advised by the Research Group Leader, and the nature of the Recipient third party;
       3.2.2. negotiate where necessary, agree the MTA and sign it on behalf of UCL;
       3.2.3. file the MTA and provide a completed copy to the Research Group Leader.

3.3. MTAs with onerous terms

3.3.1. Where UCLB identifies that the terms of an MTA, or those required by the counterparty, create a potentially significant legal risk, UCLB cannot itself approve such MTAs. These MTAs must be reviewed and approved by the relevant Dean(s) or, if escalated, the Vice-Provost (Enterprise). UCLB will complete, as appropriate, the Incoming MTA Referral Form set out in Appendix 3 of this Policy or using the Outgoing MTA Referral Form set out in Appendix 4 of this Policy.

3.3.2. UCLB has the delegated authority to proceed with and approve MTAs where UCL’s liability is less than £250,000 without escalating the MTA to the relevant Dean(s) or the Vice-Provost (Enterprise). Where greater liability is being imposed on UCL, the escalation procedure as described in this Policy must be followed.

3.3.3. Following referral under section 3.3.1, the relevant Dean will seek advice from within the Faculty and UCLB, as to the acceptability of the indicated risks, and then make a decision as to whether the MTA should be signed by the Dean on behalf of UCL.

3.3.4. The Dean may refer the MTA to the Vice-Provost (Enterprise) to make a decision as to whether the MTA should be signed by [the Vice-Provost (Enterprise)] on behalf of UCL. The Vice-Provost (Enterprise) will take a considered view of the risk and mitigation strategies, and should they conclude that the MTA can be signed by themselves on behalf of UCL, they will confirm this before doing so with the Director of Finance and Business Affairs, including their reasoning.

3.4. Standard MTAs

3.4.1. UCL Departments and Divisions may request UCLB to review and approve a standard form MTA which the department wishes to use for an ongoing project with external collaborators where the department envisages that many MTAs may be required.

3.4.2. Where UCLB has approved a standard form MTA, the Head of Department or Division may sign and approve such MTAs without reference to UCLB provided
that there is no amendment to the standard form that UCLB has approved. The department must keep a record of all such MTAs and provide a copy to UCLB. Where however, any amendment is sought to the form of MTA, then the Department or Division must obtain the approval of UCLB in accordance with this Policy. In such instances, the department and UCLB must keep a record of all such amended MTAs.

**Further Information**

UCL has published guidelines on its website for MTAs along with an FAQ section (http://www.uclb.com/for-researchers/material-transfer-agreements/).

For further assistance in completing MTAs, please contact either UCL Innovation & Enterprise (enterprise@ucl.ac.uk) or the MTA team (mtateam@uclb.com).
# Appendix 3

## Incoming MTA Referral Form

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<th><strong>UCLB Reference number:</strong></th>
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<td><strong>MTA Provider:</strong></td>
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<td><strong>Name of Lead/ Principal Investigator (‘PI’):</strong></td>
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<tr>
<td><strong>Lead PI’s department and/or division/institute:</strong></td>
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### This section to be filled out by UCLB MTA Team (Part A)

| **Summary of potential legal issues and risks with regard to the draft MTA (e.g. unlimited liabilities, intellectual property conflicts, questionable warranty position):** |  |

### This section to be filled out by Lead Principal Investigator (Part B)

| **Statement on why an MTA is necessary (including for example why material(s) cannot be purchased on open market):** |  |
| **Summary of how the materials are used within the PIs research programme and details of any sharing with third parties or collaborators:** |  |
| **Summary of how risks outlined in Part A are likely to create risks for UCL and how they will be managed and mitigated by the PI and the department (to include due** |  |
diligence done by the PI, that is the thorough research by the PI into all the risks involved):

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Signatures for Approval

To be signed by the PI and the Dean of Faculty to signify acceptance of risks and mitigation in place as per PI’s summary in Part B.

By the PI

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<th>Name</th>
<th>Signature</th>
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By the Dean of Faculty

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**NOTE:** If the Dean is not content that the risks are acceptable, a referral to the Vice-Provost (Innovation & Enterprise) for a final decision should be made by the Dean or the PI.

Tick here if approval by the Vice-Provost (Innovation & Enterprise) is required

Approval by Vice-Provost (Innovation & Enterprise) if applicable. Before signing the Vice-Provost (Innovation & Enterprise) is to confirm this before with the Director of Finance and Business Affairs, including with the Vice-Provost’s reasoning:

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Reasoning: --------------------------------------------------

**NOTE:** Signed copies of the Form and the MTA to be filed at:

- UCLB; and
- the Faculty office.
## Appendix 4

### Outgoing MTA Referral Form

<table>
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<th>UCLB Reference number:</th>
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<td>MTA Provider:</td>
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<tr>
<td>Name of Lead Principal Investigator (‘PI’):</td>
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<tr>
<td>Lead PI’s department and/or division/institute:</td>
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**This section to be filled out by UCLB MTA Team (Part A)**

| Summary of potential legal issues and risks with regard to the draft MTA (e.g. the recipient institution is asking to waive or put a cap on its liability regarding indemnity provisions, unusual warranties by UCL, intellectual property conflicts) | |

**This section to be filled out by Lead Principal Investigator (Part B)**

<table>
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<tr>
<th>Statement on why this MTA is necessary (including for example why UCL should waive or agree on putting a cap on the recipient institution’s liability or it should accept unusual warranties in the MTA)</th>
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<tr>
<td>Summary of how the materials are used within the recipient institution’s research programme and details of any sharing with third parties or collaborators:</td>
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<td>Summary of how risks outlined in Part A can</td>
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mitigated by the PI and the department (to include due diligence done by the PI, that is the thorough research by the PI into all the risks involved):

Signatures for Approval

To be signed by the PI and the Dean of Faculty to signify acceptance of risks and mitigation in place as per PI’s summary in Part B.

By the PI

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By the Dean of Faculty

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**NOTE:** If the Dean is not content that the risks are acceptable, a referral to the Vice-Provost (Innovation & Enterprise) for a final decision should be made by the Dean or the PI.

Tick here if approval by the Vice-Provost (Innovation & Enterprise) is required

Approval by Vice-Provost (Innovation & Enterprise) if applicable. Before signing the Vice-Provost (Innovation & Enterprise) is to confirm this before with the Director of Finance and Business Affairs, including with the Vice-Provost’s reasoning:

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</table>

**Reasoning:**

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**NOTE:** Signed copies of the Form and the MTA to be filed at:

- UCLB; and
- the Faculty office.