

Material Transfer Agreement (MTA) Inbound – MLA is the Recipient

Meat & Livestock Australia Limited ABN 39 081 678 364 ('MLA')
Level 1/40 Mount St, North Sydney NSW 2060 Australia

Supplier Details

Entity:	[insert supplier entity full legal name]		
ABN:	[insert ABN]	Contact person:	[insert name]
Email:	[insert supplier email]	Telephone:	[insert phone]
Address:	[insert supplier address]		

Agreement Details

Materials:	[insert clear definition on material being supplied to the trial]		
Purpose:	To trial Materials in <i>In vitro</i> batch culture fermentation to assess the effect of graded levels of Material as a feed additive in a roughage diet. Rumen simulation technique (RUSITEC) may also be conducted with the Material, to assess the effects of graded levels (dose response) and determine changes in the rumen microbial population. Methane, total gas production, VFAs, digestibility, effluent volume, pH, and Rumen microbial population genetics may be measured/characterised.		
Outcomes:	Independent <i>In vitro</i> trial results for methane reduction applicability for Material as a feed supplement		
Commencement Date:	[insert date]	Completion Date:	[insert date]
Fee	Nil		
Special Conditions	<p>The Supplier will be and remain the owner of all intellectual property rights in and to the Materials and any Outcomes that are progeny, improvements, and derivatives of the Materials identified in the Details above. MLA assigns to the Supplier its right, title and interest (if any) in and to such intellectual property, and will reasonably assist the Supplier (at the Supplier's cost) to register such intellectual property.</p> <p>MLA will have the right to publish and/or present information relating to the Materials and the Outcomes, provided that if any publication or presentation will disclose confidential information or intellectual property of the Supplier, MLA will provide the Supplier with a draft of any such publication or presentation and must allow the Supplier a 30 day period in which to seek patent or other protection for any subject matter owned by the Supplier disclosed in such publication or presentation, prior to the first non-confidential disclosure of such publication or presentation.</p> <p>The Supplier must acknowledge the role of MLA in generating the Outcomes in any publication or presentation containing information relating to or arising from the Materials or the Outcomes.</p>		

This MTA sets out the terms and conditions under which the Supplier will supply the Materials to MLA, and MLA will use them for the Purpose. Capitalised terms used in this MTA, unless otherwise defined, have the meanings set out in the Details above. A reference to the Materials includes any progeny or sub-units of the Materials identified in the Details above.

1. Supply of Materials

- 1.1 The Supplier agrees to provide MLA with the quantities of Materials described in the Details promptly after signing this MTA.
- 1.2 The Supplier Authorises MLA to use the Materials for the Purpose.
- 1.3 The Supplier must inform MLA of any material defects in the Materials and risks associated with them or their use for the Purpose.

2. MLA's Obligations and Acknowledgements

- 2.1 MLA undertakes to:
 - (a) use the Materials solely for the Purpose;
 - (b) comply with applicable laws and regulations relating to use of the Materials;
 - (c) keep confidential any information disclosed by the Supplier and expressly marked by the Supplier as confidential, that relates to the Materials (unless and until such information is or becomes publicly available or is required to be disclosed by law);
 - (d) if requested, provide the Supplier with a brief report on the Outcomes, which will be and remain confidential information of MLA;
 - (e) after the Completion Date, promptly comply with any request by the Supplier to return or destroy the Materials; and
 - (f) ensure that its employees, officers and agents comply with the obligations imposed on it by this MTA.
- 2.2 Except where allowed under a Special Condition, MLA may not without the consent of the Supplier:
 - (a) Include confidential information of the Supplier in any publication; or
 - (b) provide the Materials to third parties.
- 2.3 MLA undertakes not to use the Materials for testing in or for treating humans.
- 2.4 MLA acknowledges that:
 - (c) the Materials remain the property of the Supplier;
 - (d) this MTA does not transfer any intellectual property rights in the Materials;
 - (e) the Supplier does not represent that using the Materials will not infringe any intellectual property rights of any third person but will promptly advise MLA if it becomes aware of any such infringement; and
 - (f) subject to the Supplier's compliance with the terms of this MTA, MLA uses the Materials and exercises its rights under this MTA at its own risk.

3. General

- 3.1 **Confidential information:** To the extent a party provides information of a confidential nature to the other party, each party must take all action necessary to maintain the confidential nature of the confidential information of the other party. Each party may use the confidential information of the other party to the extent that such use is necessary for that party's performance of its obligations under this MTA, its internal business operations, or to the extent required by applicable law or legal process.
- 3.2 **Dispute resolution:** If a dispute arises out of or related to this MTA, the parties will meet within seven days of the notification of the dispute by a party, with a view to resolve the dispute in good faith. If the parties fail to resolve the dispute, then the parties must mediate the dispute in accordance with the mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration (unless otherwise agreed by the parties). No party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause.
- 3.3 **Liability:** To the extent permitted by law MLA gives no warranty, assurance or guarantee in relation to its activities under this MTA. To the extent permitted by law, all conditions and warranties, express or implied, arising under statute or common law, are excluded. MLA will not be liable to the Recipient for any loss of profit or for any direct, special, indirect, consequential or economic loss or damage arising out of or relating to the Materials or Outcomes, or their use or commercialisation. To the extent permitted by law, MLA's liability for breach of any consumer guarantee, which cannot be excluded, is limited at the option of MLA to (in the case of services supplied or offered by MLA, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption) resupplying or paying the cost of resupplying the service; or (in the case of goods supplied or offered by MLA, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption) replacing the goods, supplying equivalent goods, repairing the goods or paying the cost of replacing the goods, supplying equivalent goods or repairing the goods.
- 3.4 **Governing Law:** This agreement is governed by the law applicable in New South Wales, Australia

**Signed for and on behalf of
Meat & Livestock Australia Limited**

Signature

Name in Full

Position

Date

**Signed for and on behalf of
the Supplier:**

Signature

Name in Full

Position

Date