

APPENDIX Q

Medical Transfer Agreement - Form of collaboration

THIS AGREEMENT is made between Royal Marsden NHS Foundation Trust, Fulham Road, London, SW3 6JJ (“RMH”), The Institute of Cancer Research (Institute) 123 Old Brompton Road, London SW7 3RP AND **INSERT LOCAL RESEARCHER DETAILS**).

The Parties to this Agreement wish to collaborate on a programme of research, details of which are attached as Schedule 1 (“IMPACT protocol”) AND XXXX will need to provide RMH/Institute with blood and urine samples in accordance with the IMPACT protocol programme of research (“Material”)

NOW in consideration of the mutual obligations and responsibilities set out in this Agreement it is hereby agreed as follows:

1. SUPPLY OF MATERIAL

- 1.1 XXXX shall transfer the Material to RMH/Institute, in accordance with all applicable ethical, regulatory and legal requirements.
- 1.2 RMH/Institute shall only use the Material in connection with the Programme of Research and shall return all Material to XXXX after the conclusion of the Programme of Research or destroy the Material where this is required by XXXX.
- 1.3 RMH/Institute shall not transfer the Material to any third party without the express consent of the XXXX.

2. THE RESEARCH

- 2.1 The Parties shall, collaborate to carry out the research in accordance with the Programme of Research and share and evaluate results as agreed from time to time.
- 2.2 The Parties shall conduct the Programme of Research to the standards set out in the Department of Health Research Governance Framework for Health and Social Care 2001 and each site being responsible for compliance with the local Sponsor responsibilities.

3. PUBLICATIONS

- 3.1 Any publication of the results of the Programme of Research must give accurate acknowledgement of the other party’s contribution.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 If the result of the Programme of Research and any intellectual property rights subsisting therein, whether patentable or not, should prove to be of commercial value, the Parties shall in good faith negotiate a revenue sharing agreement, reasonably reflecting the contribution of each party.
- 4.2 Both Parties shall have the right to use the results of the Programme of Research for internal non-commercial research purposes.

5. CONFIDENTIAL INFORMATION

5.1 It is the responsibility of the owner of proprietary information to mark or otherwise identify in writing prior to submission to the other party any information considered confidential that it deems necessary to share for the purpose of performance of the Programme of Research (“Confidential Information”).

5.2 Oral disclosures of Confidential Information shall be identified as confidential at the time of disclosure and confirmed in writing within ten (10) business days of the disclosure. Confidential Information will be withheld from publication, and shall be maintained as confidential and proprietary for a period of five (5) years after termination of this Agreement.

5.3 The provisions herein shall not apply to Confidential Information which:

- a) is or later becomes generally available to the public by use, publication or the like, through no fault of the recipient party;
- b) is obtained on a non-confidential basis from a third party who disclosed the same to the recipient party;
- c) the recipient party already possesses, as evidenced by its written records, predating receipt ;
or
- d) is required to be disclosed by law, regulation or court order.

6. TERM AND TERMINATION

This Agreement shall come into force upon the date of last signature by the Parties to this Agreement and shall continue until terminated by either party with a notice of one month.

7. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the Laws of England.

Agreed by the Parties through their authorised signatories

Signed by: **Date:**.....
Duly authorised for and on behalf of [..... **]**

Name: **Title:**.....

Signed by: **Date:**.....
Duly authorised for and on behalf of Royal Marsden NHS Foundation Trust

Name: **Title:**.....