

Why worry about Material Transfer Agreements (MTAs)?

Material Transfer Agreements (MTA) are possibly the least popular documents managed throughout the career of every life science researcher. Some may even think MTAs raise a barrier to informal collaboration between otherwise friendly research groups.

Read our short article to understand why MTAs are essential and – in most cases - make perfect sense. Learn how you can work effectively with MTAs and avoid any problems created by them. The international tech transfer community makes things easier, and Unitectra helps researchers from the Universities of Basel, Bern and Zurich to deal with MTAs.

Nasty MTAs

The exchange of biological materials and other research reagents between researchers is required to advance and accelerate global research. Most researchers know that before sharing or receiving biological material a Material Transfer Agreement (MTA) must be signed. Many researchers naturally react – understandably – like those reading new terms of conditions from Google, Apple or from their bank. The temptation is to skip to the end and accept the T&Cs without reading them – and hope for the best.

This reaction is risky and shortsighted for MTAs. Signing the wrong MTA as a recipient could block your future research, while sending the wrong MTA when you provide own materials may infringe third-party rights or create issues with publications or even the creation of spin-offs.

To make things even more complex, in some cases the best solution may be to transfer or receive the material without a traditional MTA or without any agreement.

What is in a standard MTA?

Quite simply, an MTA lists what you can and cannot do with your colleague's gift (the material transferred) and a list of things the provider of the material will not be responsible for. So, let us group the content of a typical MTA. (Later we will get to non-standard clauses in MTAs):

A standard MTA **allows** the recipient to:

- use the material in a defined project
- modify the material and share this modification under an MTA with other colleagues
- publish the results, use the results for academic purposes, file a patent application protecting such results

A standard MTA **blocks** the recipient to:

- use it outside a defined project
- share it with colleagues (not even allowed to share within the same institute or University)
- use it for projects done in collaboration with companies
- use modifications in a commercial context.

And then there is the unavoidable legal stuff: liabilities, governing law, contract term, and more.

So, is it now all ok and you can sign any MTA you receive or use a standard MTA for all the material that you plan to share? Our recommendation is – no!

What can go wrong with MTAs and why does it make sense to have them checked by a tech transfer office (TTO) such as Unitectra?

The standard conditions as mentioned above are ok for most situations. However, if you are a recipient of material we still recommend you get the MTAs checked by your TTO. Why? Providers (both universities and companies) can send MTAs with stricter clauses and it can be hard to spot the differences and understand the consequences:

Publication rights may be restricted, ownership of your own research results transferred to or shared with the provider, future work with third parties blocked. Or a legal term is not acceptable to the university.

Similarly, when you plan to share your own material, sometimes the standard MTA will not work. Either there are third parties with rights regarding the biological material you plan to share (for example, if you received material from a third party, modified the material and now intend to share the material), or you want to enforce stricter control, receive data from recipient's research project or get (free) access to modifications. Finally, in some cases the material may be important for a patent application or the creation of your own spin-off company.

Sharing patient materials adds another level of complexity. Additional clauses reflecting guidelines of university hospitals and patient rights are required, an additional review by the legal team of the hospital and/or the data protection officers may be required.

A simpler way – standardized MTAs for standard situations

For standard situations, Unitectra has set up diverse ways enabling researchers from the Universities of Basel, Bern and Zurich to deal with MTAs.

First, we provide a [template](#) for use when sharing biological materials with academic partners (when you plan to share biological material with a company, please contact Unitectra for a detailed review).

Next, the Universities of Basel, Bern and Zurich are signatories to the Uniform Biological Material Transfer Agreement ([UBMTA](#)). The UBMTA is used by many U.S. and European Universities and facilitates the MTA process.

Furthermore, non-profit company, [Addgene](#), is a great platform for the exchange (in particular plasmids) of materials and offers standardized processes distributing most materials under the Uniform Biological Material Transfer Agreement (UBMTA). And there are other such platforms.

Last, looking ahead, there are discussions about a new type of MTA – [Open MTA](#) – that could be used in situations where materials are intended to be freely shared¹ and in some cases it is fine to transfer the material without any MTA.

Summary – MTAs are painful, important but achievable

MTAs are painful, not only for researchers but also for tech transfer professionals. However, risks are associated with transferring materials without MTA or using/accepting an MTA without carefully reviewing the situations and checking the clauses.

Researchers of Universities of Bern, Basel or Zurich should not hesitate to contact [Unitectra](#) to discuss the need for a specific MTA, get an MTA reviewed, or get the appropriate MTA template.

¹ Kahl, L., Molloy, J., Patron, N. *et al.* Opening options for material transfer. *Nat Biotechnol* **36**, 923–927 (2018). <https://doi.org/10.1038/nbt.4263>