

# The MTA—rip it up and start again?

Katharine Ku & James Henderson

**Securing material transfer agreements can be burdensome for academics and make downstream research prohibitively expensive, particularly for small startups with limited resources. Two technology-transfer professionals debate the pros and cons of such contracts.**

A material transfer agreement (MTA) is a contract allowing tangible research materials, such as cell lines, plasmids or reagents, to be transferred between research institutions. At its core, an MTA is a simple agreement that contractually defines who is making available (the provider) and who is obtaining (the recipient) the materials, what the materials are, what can be done with them and what obligations the provider and recipient each take on.

As more and more research findings come under the sway of these agreements, concern is growing that they are slowing the pace of research, discouraging researchers from working in particular areas and constraining the freedom of enterprises to operate. Here, two technology-licensing veterans present arguments for and against the overhaul of the MTA model.



## Point: MTAs are the bane of our existence!

Katharine Ku

I've been in the technology transfer business long enough to remember when we just started to use MTAs in the early 1980s. Because the growing importance of patents in the biotech arena and the potential commercial value of biological material were beginning to dawn on people, there seemed to be a consensus that MTAs were a reasonable legal mechanism to memorialize the terms and conditions under which researchers shared their materials. Of course, before this time, researchers shared materials freely and without constraints.

From my perspective, though, this emphasis on legal contractual arrangements for the

exchange of scientific materials and reagents has now gone too far. Some universities now require their researchers to use MTAs before sharing materials, even when the researchers want to share materials without constraints. Companies also routinely require an MTA when sharing materials with university researchers, even materials that are not valuable to the company or purchasable by anyone on the open market. It seems that 'MTA processing' has acquired a life of its own, somehow ensuring that a sector of lawyers and contracts personnel have jobs.

### Needless paperwork and drudgery

MTA processing is a thankless job and I think we could all use our time on far more productive tasks. Most MTAs don't need to be negotiated as heavily as they are. I would even suggest that university-researcher-to-university-researcher material transfers shouldn't require an MTA at all, although we have the Uniform Biological Material Transfer Agreement (UBMTA) to fall back on if for some reason there is a true need for an MTA (**Box 1**).

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Are legal contracts that envelope the process of exchange of biology reagents and materials slowing experiments and stifling downstream research?

Most materials from companies are not their 'crown jewels' and can be given out for research purposes with very little, if any, risk. The experience of my colleagues and I—and the experience of most universities—is that very few MTAs result in intellectual property (IP) of value (or any IP at all for that matter!). And yet firms often try to exploit MTAs to 'capture' IP value.

### Disband them!

Several years ago, Stanford faculty member and Nobel Prize winner Paul Berg, president emeritus of Stanford University, *Science* editor-in-chief Donald Kennedy and I were interested in starting a 'movement' to disband MTAs. Stanford was willing to be the first under the policy proposed below:

#### *Abolishing material transfer agreements: a new policy*

*MTAs have become increasingly onerous barriers to the free and open exchange of scientific information and materials. Seeking to return to the era where collegiality and sharing take precedence over commercial considerations, the institutions identified below [not listed for this article] have adopted the following policy.*