

Provider's Institution Letterhead

Material Transfer Agreement

Research study title:

This Material Transfer Agreement is made by and between ----- (**provider**) and ----- (**recipient**) hereby agree to the following terms and conditions:

1. The biological materials (**material**) to be provided to **recipient** are -----
2. The material shall be used exclusively for non-commercial, non-military scientific research by the **recipient**. The materials shall be used only at the **recipient** organization and only in the **recipient** scientist's laboratory under the direction of the **recipient** scientist or others working under his/her direct supervision.
3. The materials are the property of the **provider**. Ownership of modifications and direct/indirect derivatives of materials, and income arising from commercializing the direct/indirect derivatives of the materials will be negotiated in good faith by the parties hereto depending upon (a) their relative contribution to the creation of said modifications and derivatives, and (b) applicable laws and regulations.
4. **Recipient** shall not sell or otherwise distribute the materials to a third party for any purpose. This agreement and the resulting transfer of materials constitute a non-exclusive license to use the materials solely for research or other not-for-profit purpose and specifically as described in the study stated above.
5. **Recipient** shall consult with the **provider** prior to the preparation and submission of presentation/publication materials and patent applications, which involve the materials, modification of materials and direct/indirect derivatives of materials.
6. **Recipient** agrees to provide the **provider** with a copy of any publication, which contains experimental results obtained from the use of the materials, modification of materials and direct/indirect derivatives of materials. The **recipient** shall recognize the **provider** as co-author in all publications containing any data or information about the materials, modification of materials and direct/indirect derivatives of materials unless the **provider** indicates otherwise after clarifying the contribution of both sides.
7. This Agreement will terminate on the earliest of the following dates:
 - a) When the material becomes generally available from third parties, for example, through reagent catalogs or public depositories or
 - b) On completion of the current research with the **material**, or
 - c) On thirty (30) days written notice by either party to the other, or
 - d) On the date specified in an implementing letter, provided that:

- i) if termination should occur under 7(a), the **recipient** shall be bound to the **provider** by the least restrictive terms applicable to the **material** obtained from the then-available resources; and
- ii) if termination should occur under 7(b) or (d) above, the **recipient**, will discontinue its use of the material and will, upon direction of the **provider**, return or destroy any remaining material, and will prove that it returned or destroyed at the same time. The **recipient**, by consultation with the **provider**, will also either destroy the modifications or remain bound by the terms of this agreement; and
- iii) in the event the **provider** terminates this Agreement under 7 (c) other than for breach of this agreement or for cause such as an imminent health risk or patent infringement, the **provider** will defer the effective date of termination for a period of up to one year, upon request from the **recipient**, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, **recipient** will discontinue its use of the **material** and will, upon direction of the **provider**, return or destroy any remaining material, and will prove that it returned or destroyed at the same time. The **recipient**, by consultation with the **provider**, will also either destroy the modifications or remain bound by the terms of this agreement as they apply to modifications.

Accepted by:

PROVIDER SCIENTIST

RECIPIENT SCIENTIST

Signature and Date:
 Printed Name:
 Designation:

Signature and Date:
 Printed Name:
 Designation:

PROVIDER INSTITUTION APPROVAL

RECIPIENT INSTITUTION APPROVAL

Signature and Date:
 Printed Name:
 Designation:
 Institution Seal

Signature and Date:
 Printed Name:
 Designation:
 Institution Seal

NB: Institution seals of provider and recipient must be stamped