Material Transfer Agreement

##### This Agreement is made on [Insert date] by and between [Insert legal name and legal status] established and existing under the laws of [name of Country] with a campus at [Insert legal address] (hereinafter referred to as “Provider”) and [Insert legal name and status] having an address at [Insert contracting party’s legal address] (hereinafter referred to as “Recipient”).

WHEREAS, [Insert PI’s name] of the Recipient is providing technical and intellectual assistance to Provider in a study titled “[Insert name of the Study]” (hereinafter referred to as “Study”) and [Insert PI’s name] from Provider (the “Local PI”) is responsible for conceptualizing and designing the Study and for identification and collection of patient samples.

AND WHEREAS, Provider requires further processing of Biological Material (as defined below) collected for the Study and Recipient has agreed to assist Provider with this matter.

##### AND WHEREAS, Recipient and Provider now wish to enter into this Material Transfer Agreement solely to outline the responsibilities related to the transfer and usage of the Biological Material.

  The parties hereby agree to the following:

1. The Biological Material and information is being used for not for profit research purposes. “Biological Material” shall mean any biological samples collected from the Study participants in [name of Country] during the Study which shall not be used for any other purpose. The details of the Biological Material is as follows:
   1. Specimen type to be shipped:
   2. No. Of Specimen to be shipped:
   3. Qty. of each specimen to be shipped:
   4. Shipment Category:
2. The usage of the Biological Material will be only for the purposes outlined in the Study Protocol attached as Annexure A. The usage for any secondary purposes will be decided after discussions between and with the mutual consent of both the parties.
3. The Recipient will not use the Biological Material in any manner that would violate the patient consents obtained for the Study and shall comply fully with all applicable environmental, health and safety laws and other applicable regulations with respect to its use.
4. The Material may not be used in, or for the treatment or diagnosis of, human subjects. The Material is understood to be experimental in nature and may have hazardous properties.
5. THE MATERIAL ARE BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN PARTICULAR, PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE MATERIALS WILL NOT INFRINGE OR VIOLATE ANY PATENT OR PROPRIETARY RIGHTS OF THIRD PARTIES.
6. To the extent allowable under applicable laws, Recipient agrees to indemnify, defend, and hold harmless Provider and its trustees, officers, staff, representatives and agents against all damages, expenses, claims, demands, suits, or other actions arising from the Recipient’s use, disposal, and handling of the Material, but only in proportion to and to the extent such are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents or employees.
7. To the extent allowable under applicable laws, Provider agrees to indemnify, defend, and hold harmless Recipient and its trustees, officers, staff, representatives and agents against all damages, expenses, claims, demands, suits, or other actions arising from the Provider’s use of the results or disposal and handling of the Material, but only in proportion to and to the extent such are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents or employees.
8. No new experiment/analysis (including analysis of biological samples) shall be performed by Recipient without the prior consent of AKU. The Local PI has the right to retain the part / copy of the biological sample/strains /left over samples in the Provider’s repository for reference and further research.
9. The Local PI agrees that it shall follow the agreed Protocol, all relevant written instructions of, applicable local laws and regulations, compliance to biosafety and all relevant laboratory guidelines in the transfer of the Biological Material and any associated data in relation to the Biological Material.
10. The Biological Material will be de-identified/anonymised by the Local PI before being sent to Recipient.
11. The Provider shall, at all times, be entitled to a perpetual, non-exclusive, royalty-free license to use, make, have made, and otherwise practice, the data, results and information it generates through performance of the work it carries out under the Study Protocol (the “Results”) for non-commercial research purposes (and the right to grant a sub-license to its affiliates on such terms), and the Recipient shall execute or cause to be executed such instruments and give such further assurances, and perform such acts necessary to give effect to this Clause 11.
12. All intellectual property rights in all materials, specifications, and other technical and commercial information related to the Study in existence prior to the Effective Date (“Background IP”) and any patents, inventions, copyrights, database rights, design rights, (whether registered or not and all applications for any of the foregoing), whensoever and howsoever arising and all other similar forms of intellectual property, subsisting now or at any time in the future that solely and directly relate to the Biological Material (“Material IP”) and any documentation or instructions provided by the Provider shall remain vested in Provider. All other patents, inventions, copyrights, database rights, design rights (excluding Results) and any intellectual property rights that may subsist in them generated by Recipient as a result of its work under the Study Protocol (“Other IP”) shall be jointly owned in equal undivided shares by Recipient and Provider.
13. Recipient hereby agrees to supply the Results to the Provider. Any publication or other proposed disclosure in relation to the Results shall be a collaborative effort between the parties and prior to publication each party shall consult with the other and mutually agree in good faith and in the interests of scientific advancement the form and content of the publication or other disclosure. Neither of Recipient nor Provider shall disclose the Results to any third party without the consent of the other party until the Results have been published in accordance with this paragraph 13. Provider agrees and confirms that Recipient will be given appropriate acknowledgment and due credit of their contribution in the completion of the Study and Recipient agrees that the Provider shall be acknowledged as the source of the Biological Material and given credit in accordance with academic custom.
14. The term of this MTA is [Insert number] years from [insert effective date], (“Effective Date”). Both parties have the right to terminate this agreement at any time by means of ten (10) days’ written notice to the other. In the case of any termination or end of term Recipient shall discontinue all use of the Biological Material and, at Provider’s discretion, promptly return to Provider or destroy all unused Biological Material in accordance with Provider’s instructions.
15. Recipient agrees to maintain or cause to be maintained in confidence all information received from Provider under this Agreement (collectively “Confidential Information”). Notwithstanding the foregoing, the obligation of non-disclosure shall not apply to the following:
    1. information that is or becomes publicly available through no fault of Recipient;
    2. information that is already independently known to Recipient, as shown by its prior written records, or
    3. information that is disclosed to Recipient on a non-confidential basis by a third party with the legal right to do so or who is not otherwise bound by confidentiality obligations;
    4. information that is or becomes public knowledge as required by law.
16. Any communication given under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by courier to the address of each party stated above or sent by email, in the case of the Recipient to [Insert name of contact person], email [insert email address] and in the case of Provider to [insert name of contact person and physical address or email address]
17. The parties agree to try to settle any conflict arising from the performance of this Agreement amicably by negotiations between senior executives of the parties.
18. Neither party may, without the prior written consent of the other, assign or transfer, delegate or subcontract to any third party any of its obligations hereunder.
19. If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.
20. The parties acknowledge that this Agreement constitutes the entire understanding between parties and that it has not been induced to enter into the agreement in reliance on, nor has it been given, any representation, warranty or other statement of any nature whatsoever other than those set out in the agreement.
21. This Agreement may be signed in counterparts, and each counterpart may be delivered by facsimile or signed PDF by email. Each counterpart shall constitute an original, and when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Signed for and on behalf of

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in presence of

Witnesses:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Designation:

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of AGA KHAN UNIVERSITY

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Professor Lukoye Atwoli

Designation: Dean, Medical College

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Mr. Rahim Hasan Ali

Regional Director, Finance