



Material Transfer Request - Implementing Letter

1. *PROVIDER*: Organization providing the ORIGINAL MATERIAL

Organization:

Address:

2. *PROVIDER SCIENTIST*:

Name:

Address:

3. *RECIPIENT*: Organization receiving the ORIGINAL MATERIAL

Organization:

Address:

4. *RECIPIENT SCIENTIST*:

Name:

Address:

5. *ORIGINAL MATERIAL*

Name of the ORIGINAL MATERIAL

Purpose of use:

Title of Project:



Quantity:

TYPE		Infected or Not Infected	Specify and Quantity (..... ml/tube)
	Human	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Blood..... <input type="checkbox"/> Plasma..... <input type="checkbox"/> Serum..... <input type="checkbox"/> Tissue..... <input type="checkbox"/> Urine..... <input type="checkbox"/> Other.....
	Animal	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Microorganism	<input type="checkbox"/> Yes <input type="checkbox"/> No
	other	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. The MATERIALS may be stored for analysis for maximum of years after receipt.

7. *Transmittal Fee*: The ORIGINAL MATERIAL is provided at no cost. A reasonable transmittal fee for preparation, handling and distribution is optional requested.

8. The PROVIDER and PROVIDER SCIENTIST have agreed to distribute the ORIGINAL MATERIAL under the Material Transfer Agreements (identified below).

9. MATERIAL TRANSFER AGREEMENT: the following agreements are between RECIPIENT and PROVIDER. *See enclosed exhibit*

Using a separate form not part of this implementing letter, *RECIPIENT SCIENTIST has acknowledged to having read and understood the Material Transfer Agreements identified above.*



By executing this implementing letter, **RECIPIENT** agrees to the terms of the Material Transfer Agreements identified above.

10. RECIPIENT ORGANIZATION CERTIFICATION:

You, the person signing this form, certify that

- 1) you are the Authorized Representative whose name appears below, or you have been given authority by the Authorized Representative whose name appears below to complete this form,
- 2) the Authorized Representative has the authority to sign Material Transfer Agreements on behalf of RECIPIENT,
- 3) RECIPIENT is a non-profit research organization (qualified under a government or state non-profit statute), or a university or other institution of higher education, or a government agency conducting research, and
- 4) RECIPIENT agrees to the transfer of the ORIGINAL MATERIAL as described in this letter.

Authorized Representative:

Provider Scientist

Signature.....

Name.....

Recipient Scientist

Signature.....

Name.....

Authorized person

Provider Organization

Signature.....

Name: Professor Sinee Disthabanchong, M.D.

Job Position: Deputy Dean for Research Administration

Acting for Dean, Faculty of Medicine Ramathibodi Hospital

MAHIDOL UNIVERSITY

Date.....

Authorized person

Recipient Organization

Signature.....

Name.....

Job Position.....

.....

.....

Date.....



MU Material Transfer Agreement

Article 1 Definitions

1. *PROVIDER*: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.
2. *PROVIDER SCIENTIST*: The name and address of this party will be specified in an implementing letter.
3. *RECIPIENT*: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.
4. *RECIPIENT SCIENTIST*: The name and address of this party will be specified in an implementing letter.
5. *ORIGINAL MATERIAL*: The description of the material being transferred will be specified in an implementing letter.
6. *MATERIAL*: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.
The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
7. *PROGENY*: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
8. *UNMODIFIED DERIVATIVES*: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
9. *MODIFICATIONS*: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

Article 2 Ownership and Intellectual Properties of Materials

1. Provider retains ownership of the material including any materials contained or incorporate in the Modification
2. The Recipient and/or the RECIPIENT SCIENTIST retains ownership of:
 - a. the Modifications,
 - b. those substances create through the use of material or modifications but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES).



- c. If either 2(a) or 2 (b) result from collaboration efforts of the Provider and the Recipient, joint ownership may be negotiated.
3. The RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.
4. Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.
5. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.
6. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government
7. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

Article 3 Obligations of Provider and Recipient

1. Recipient shall use the Materials:
 - a. for the Purpose of Use specify in the implementing letter and not for any other purpose.



- b. is to be used solely for teaching and academic research purposes;
 - c. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;
 - d. is to 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; and
 - e. will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER
2. Recipient shall use the Materials in compliance with all applicable (national and international) laws and regulations, including without limitation, Public Health Service and those relating to research involving the Use of Animals, Pathogen and Animal Toxin Act, Stem cell or recombinant DNA, Convention on Biological Diversity.
3. Recipient shall obtain the prior approval of Provider, if it desires to alter, modify or otherwise change the condition of the Materials from their state at the date of transfer to establish the Modifications.
4. The PROVIDER and the PROVIDER SCIENTIST represent and warrant to the RECIPIENT that:
 - a. all MATERIALS supplied under this Agreement are or have been procured and supplied to RECIPIENT ethically in full compliance with any and all applicable nation laws, regulations, code of practices relating to the use of the MATERIAL providing protection for subjects in Thailand;
 - b. all necessary consents, licenses, permissions, authorizations required (either from human subjects, Thai government agencies or otherwise) have been obtained in connection with the supply of the MATERIALS to the RECIPIENT and for taking any other actions they are required under this Agreement;
 - c. the donor of the MATERIALS (the "DONOR") has given informed consent to use the MATERIALS; and
 - d. all MATERIALS supplied to RECIPIENT may be used to provide data in support of commercial product development and were procured without inappropriate financial benefit to the DONOR.
 - e. The MATERIALS shall be de-identified or 'coded' to protect the identity and confidentiality of the DONOR and shall be supplied to the RECIPIENT without any information or data that could allow the RECIPIENT to personally identify the DONOR.



Article 4 Disposal of Materials

When Recipient has completed its use of the Materials in accordance with the Purpose of Use specified in the implementing letter, Recipient shall, at its expense and solely responsibility, destroy or promptly return the materials upon demand by the Provider.

Upon completion of the required testing, the PROVIDER and the RECIPIENT agree that the RECIPIENT or its designee may (as it see fit) use, alter, modify, extract any part from, destroy or otherwise dispose of MATERIALS, either in whole or in part, in accordance with the purpose stated in the Agreement and PROTOCOL. Upon completion of the required testing, the MATERIALS are kept normally for a maximum of seven (7) days and thereafter discarded in accordance with the RECIPIENT'S standard operating procedures. Upon the effective date of termination, the RECIPIENT shall discontinue its use of the MATERIALS and shall return or destroy any remaining MATERIALS. The RECIPIENT, at its discretion, shall also either destroy any modifications to the MATERIALS or remain bound by the terms of this Agreement as they apply such modification.

Article 5 Publications

This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications.

Article 6 Termination

The Agreement is valid as of the date of last signature and it will terminate on the earliest of the following dates:

- (a) on completion of the RECIPIENT'S research with the MATERIAL, or
- (b) on thirty (30) days written notice by either party to the other, or.
- (c) on the date specified in the PROTOCOL or as otherwise agreed between the SPONSOR, RECIPIENT or PROVIDER; or
- (d) once the MATERIALS have been used up.

Article 7 Additional Terms



No Warranties: ANY ORIGINAL MATERIALS DELIVERED TO THIS AGREEMENT ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE, ARE SUPPLIED “AS IS” AND MAY HAVE HARZARDOUS PROPERTY, PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Limitation of Liability: to the extent permitted by law, RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the ORIGINAL MATERIAL. PROVIDER, its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the ORIGINAL MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of PROVIDER. IN NO EVENT SHALL PROVIDER 'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY RECIPIENT TO PROVIDER FOR ORIGINAL MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

Indemnification: to the extent permitted by law, RECIPIENT shall indemnify and hold harmless PROVIDER, its agents and its successors and their respective directors, officers, members, employees, and agents, from and against any and all losses, claims, damages, expenses and liabilities arising at any time as a result of RECIPIENT's use and disposal of the ORIGINAL MATERIAL, RECIPIENT's breach of these Additional Terms, and RECIPIENT's breach of the applicable Material Transfer Agreements, except when caused by the gross negligence or willful misconduct of PROVIDER.

Conflicts: in the event of a conflict between these Additional Terms and the applicable Material Transfer Agreements that govern RECIPIENT's use of the ORIGINAL MATERIAL the applicable Material Transfer Agreements shall prevail.