

Material transfer agreement

Faculty of Medicine, Chulalongkorn University, Bangkok, Thailand

..... (name/institute/organization)..... (herein after collectively referred as “RECIPIENT”), in consideration of the receipt of biological materials from (name/unit/department)....., Faculty of Medicine, Chulalongkorn University, Bangkok, Thailand (“PROVIDER”) under the Project title and Trial IDhereby agree to the following terms and conditions:

1. The biological materials to be provided to RECIPIENT are.....(specify).....
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(unit/department)....., Faculty of Medicine, Chulalongkorn University. **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 **an** exclusive license to use the materials solely for research or other not-for-profit purpose and specifically as described in the project 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. These will be done in accordance with details stated in clinical trial agreement. *
6. RECIPIENT agrees to provide (unit/department)....., Faculty of Medicine, Chulalongkorn University, 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. RECIPIENT shall acknowledge (unit/department).... Faculty of Medicine, Chulalongkorn University as the source of materials in all publications containing any data or information about the materials, modification of materials and

direct/indirect derivatives of materials unless (unit/department).... Faculty of Medicine, Chulalongkorn University, indicates otherwise.

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 RECIPIENT's 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 RECIPIENTS 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. THE RECIPIENT, at its discretion, 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. The RECIPIENT, at its discretion, will also either destroy the modifications or remain bound by the terms of this agreement as they apply to modifications.

* Clinical trial agreement is attached.

Accepted by:

PROVIDER SCIENTISTS

Signature:

Printed Name:

Unit/ Dept:

Date:

PROVIDER INSTITUTION APPROVAL

Signature:

Printed Name:

Dean, Faculty of Medicine, Chulalongkorn University

Date:

RECIPIENT SCIENTIST

Signature:

Printed Name:

Unit/Dept/Institution address:

Date:

RECIPIENT INSTITUTION APPROVAL

Signature:

Printed Name:

[Administrative Position, Name of the Institution]

Date: