Material Transfer Agreement

This MATERIAL Transfer Agreement is made between: KHON KAEN UNIVERSITY [PROVIDER] AND [name & address of Recipient] [RECIPIENT], (both PROVIDER AND RECIPIENT are collectively referred to as the “parties”). This Agreement is to protect certain MATERIAL of the PROVIDER that intends to supply to the RECIPIENT in response to the RECIPIENT’s request as described in the PROTOCOL.

The PROTOCOL: Khon Kaen University EC/IRB approved PROTOCOL

“Title” ………………………………………..

PROTOCOL number………………..…Sponsored by………………………….[SPONSOR]

PROVIDER SCIENTIST: [name & address of PI] [Department of……, Faculty of Medicine, Khon Kaen University, Khon Kaen, 40002, Thailand

RECIPIENT SCIENTIST:…[name & address]………..

The parties hereby agree to the following terms and conditions:

1. Under this Agreement, the biological MATERIAL (“MATERIAL”) to be provided to RECIPIENT are ……………………………….The material have been procured ethically in full compliance with regulatory requirement and the EC/IRB approved protocol.
2. The PROVIDER provides the MATERIAL to RECIPEINT free of charge, and is made available as a service to the scientific community. The RECIPIENT shall have no right in the MATERIAL other than as provided in this Agreement.
3. The MATERIAL shall be used exclusively for clinical evaluation and research purposes as described in the “PROTOCOL” by the RECIPIENT and will not used for commercial purposes or transferred to any third party other than the RECIPIENT’s affiliate and/or the RECIPIENT referral laboratories and/or it’s designated laboratory, unless prior written consent is obtained from the PROVIDER.
4. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
5. The MATERIAL and all data generated using the MATERIAL shall be processed, used and stored in accordance with the applicable laws and regulations, including the principle of medical secret and laws and applicable regulations relating to patient privacy.
6. The Agreement is valid as of the date of last signature and it will terminate on the earliest of the following dates:
7. On completion of the RECIPIENT’S current research with the MATERIAL, or
8. On thirty (30) days written notice by either party to the other.
9. On the date specified above, provided that:
   1. If termination should occur under 6(a) or (b) above, the RECIPIENT will discontinue it’s use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy the modification or remain bound by the terms of this Agreement as that apply to modifications; and
   2. In the event the PROVIDER terminates this Agreement under 6(b) 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 RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL including all it’s copies, sample and replication and the RECIPIENT shall certify such destruction to the PROVIDER.

This Agreement has been entered into by the parties through their duly authorized agents, effective as of the date last set below.

**Accepted by:**

**PROVIDER SCIENTIST**

Signature :……………………………………………………………. Date………………………

Printed name :

Unit/Dept :

**PROVIDER INSTITUTION APPROVAL**

Signature :……………………………………………………………. Date………………………

Printed name : Associate Professor Charnchai Panthongviriyakul, MD

Title/Institute : Dean, Faculty of Medicine, Khon Kaen University.

123, Moo 16, Mittraphap Road, Mueng, Khon Kaen 40002 Thailand

# RECIPIENT SCIENTIST

Signature :……………………………………………………………. Date………………………

Printed name :

Unit/Dept:

# RECIPIENT INSTITUTION APPROVAL

Signature :……………………………………………………………. Date………………………

Printed name :

Title/Institute :