For IBC use only
Ref. No.:

INSTITUTIONAL BIOSAFETY COMMITTEE (IBC)
AIMST UNIVERSITY
MATERIAL TRANSFER AGREEMENT

For Activities Involving the Use of Infectious and Potentially Infectious Agents/Materials and Biological Toxins

THIS MATERIAL TRANSFER AGREEMENT ("Agreement") is made as of the _____ day of _____ 20__ by and between

(1) **_____** located at _____ (hereinafter referred to as the "Provider"); and

(2) **_____**, located at _____ (hereinafter referred to as the "Recipient");

(hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

The Parties to this Agreement are engaged in a project entitled "**.....**" (hereinafter referred to as "the Project") and is going to enter into an agreement.

THEREFORE the Parties do hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement and in the Schedules to this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings

"**Commercial Purposes**" means the sale, lease, license, or other transfer of the Material or Modifications to a for-profit organisation. Commercial Purposes shall also include uses of the Material or Modifications by any organisation, including the Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general

sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit organisation.

"**Material**" means the 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.

"**Modifications**" means substances created by the Recipient which contain/incorporate the Material.

"**Original Material**" means the material being transferred to the Recipient under this Agreement and as described in **Schedule 1** to this Agreement;

"**Progeny**" means unmodified descendants from the Material, such as virus from virus, cell from cell, or organism from organism;

"**Provider Scientist**" means <PI>;

"**Recipient Scientist**" means <PI>

"**Supervised Persons**" has the meaning set out in Clause 4.1 (c); and

"**Unmodified Derivatives**" means substances created by the Recipient which constitute an unmodified functional subunit or an expression 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; and

2. OWNERSHIP OF MATERIAL

2.1. The Provider retains ownership of the Material, including any Material contained or incorporated in Modifications (and any Progeny made by or in possession of or under the control of Recipient pursuant to this Agreement).

2.2. The transfer of the Material grants to Recipient and Recipient Scientist has no rights in the Material other than those specifically set forth in this Agreement.

2.3. The Recipient retains ownership of: (a) Modifications (except that, the Provider retains ownership rights to the Material included therein), and (b) those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (i.e., do not contain the Original Material, Progeny, Unmodified Derivatives). If the Recipient wishes to file patent application(s) for any inventions ("**Inventions**") arising under Clause 2.3 (a) or 2.3 (b), the Recipient will disclose such inventions to the Provider, in confidence, and shall seek consent from Provider before any patent application is filed. If either Clause 2.3 (a) or 2.3 (b) results from the collaborative

efforts of the Provider and the Recipient, the parties shall negotiate in good faith on the ownership (including without limitation joint ownership) of the patent(s). In the event that no agreement is reached it shall be deemed that no consent has been granted by the Provider.

3. CONFIDENTIALITY

3.1. Recipient shall not, and shall procure that its Representatives do not, disclose to any third party or make public any information related to the Material disclosed to Recipient by Provider which information is maintained as confidential by Provider and is marked or otherwise identified as confidential when disclosed to the Recipient (the "Confidential Information"), and shall only use such Confidential Information for the purposes specifically set forth in this Agreement.

3.2. Provider retains all proprietary rights in the Confidential Information. No licences or any other rights are granted in respect of the Confidential Information other than those specifically set forth in this Agreement.

4. USE OF MATERIAL

4.1 The Recipient and the Recipient Scientist undertakes to the Provider that the Material

a. is to be used solely for the Research Project and teaching;

b. will not be used in human subjects, in clinical trials, service or for diagnostic purposes involving human subjects without the written consent of the Provider;

c. is to be kept securely and solely at the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision (the "**Supervised Persons**") and the Recipient shall ensure that no person other the Recipient Scientist and the Supervised Persons has access to the Material without the prior written consent of the Provider; and

d. will not be transferred or released to any third party. The Recipient and the Recipient Scientist agree to refer to the Provider any request for the Material from anyone other than the Recipient Scientist and the Supervised Persons.

5. ACKNOWLEDGEMENT OF SOURCE OF MATERIAL

5.1 The Recipient Scientist agrees as soon as practicable, subject to the prior written approval of the Provider, to provide the data from the Research Project to the Provider Scientist. The Recipient Scientist further agrees to provide appropriate acknowledgement of the source of the Material in all publications.

5.2 For publication, which contains results obtained from the Research Project under this Agreement, both Providing Scientist and Recipient Scientist shall be co-authors.

6. TERMINATION

6.1. This Agreement will terminate on either of the following dates:

a. on completion of the Research Project and teaching or

b. on thirty (30) days written notice by either Party to the other

6.2. Upon termination of this Agreement, the Recipient will discontinue use of the Material and the Confidential Information and at its own costs will, upon direction of the Provider to return or destroy.

6.3. Termination of this Agreement shall not affect any accrued rights or remedies to which the Provider is entitled, and Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Provider shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

7. TERM OF AGREEMENT

7.1 The obligations of confidentiality and non-disclosure imposed on the Recipient under this Agreement shall remain in effect for 3 years from the last date of signature below. It may be extended by written mutual agreement.

We have read, understood and agreed to the terms and conditions set out in this Agreement:

SIGNED by for and on behalf of
AIMST University

_____

Vice-Chancellor & Chief Executive
Date:

SIGNED by for and on behalf of
University Sains Malaysia

_____

Vice-Chancellor
Date:

PROVIDER SCIENTIST

I, the Provider Researcher confirm that the material information provided in the Material Information Section is complete.

_____

Name:
Title:
Date:

RECIPIENT SCIENTIST

I, the Recipient Researcher have read and understand this Agreement and I agree to act in accordance with all the terms and conditions including ensuring all participants working with the Material under my supervision are aware of and abide by the terms of this Agreement.

_____

Name:
Title:
Date:

SCHEDULE 1

Material Information Section

1. Name and description of Material: _____

2. Quantity to be received: _____

3. What is the origin of the material? (check all that apply)

☐ Human (IRB#:_____) ☐ Animal (AUAEC#:_____)

☐ Plant ☐ Plasmid ☐ Other: _____

4. What is the type of material? (check all that apply)

☐ Cells ☐ Tissue ☐ Organ(s) ☐ Blood or blood components

☐ Frozen ☐ Fixed ☐ Other bodily fluids

☐ Other: _____

5. What is the material classification? (check all that apply)

☐ Compounds/Chemicals ☐ Biological Toxins

☐ Non-hazardous agents ☐ Recombinant or synthetic DNA/RNA

☐ Infectious agents ☐ Hazardous agents

☐ Genetically Modified Organism (GMO)/ Living Modified Organism (LMO) – (JBK/NBB#: _____)

☐ Other: _____

as part of a research project described below.

SCHEDULE 2

PURPOSE

For research use only
(Name of the Project)

Collaborative project between
(Name of the Researcher)

Background and Study Design
(Please insert)

Protocol
(Please insert)