**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 “...............................................................................................................................................................” or teaching course “………………………………………………………………………………………………………………….”(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. 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**” mean 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**” mean 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 in Universiti Putra Malaysia>

“**Recipient Scientist**” means <PI in Universiti Putra Malaysia>

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

“**Unmodified Derivatives**” mean substances created by the Recipient which constitute an unmodified functional subunit or an expression product expressed by the Original Material. Some examples include: sub clones 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.

1. **OWNERSHIP OF MATERIAL**
   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. 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.
   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.
2. **CONFIDENTIALITY**
   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.
   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.
3. **USE OF MATERIAL**
   1. The Recipient and the Recipient Scientist undertakes to the Provider that the Material:
4. is to be used solely for the Research Project and teaching;
5. 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;
6. 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
7. 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.
8. **ACKNOWLEDGEMENT OF SOURCE OF MATERIAL**
   1. The Recipient Scientist agrees as soon as practicable, subject to the prior written approval of the Provider, to provide the data and/or results 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.
   2. For publication, which contains results obtained from the Research Project under this Agreement, and the Providing Scientist is part of the research team, both Providing Scientist and Recipient Scientist shall be co-authors.
9. **TERMINATION**
   1. This Agreement will terminate on either of the following dates:
10. on completion of the Research Project and teaching or,
11. on thirty (30) days written notice by either Party to the other
    1. 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.
12. **TERM OF AGREEMENT**
    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.

SIGNED by for and on behalf of, SIGNED by for and on behalf of,

……………………………………………… ……………………………………………….

Name: Name:

Title: Title:

Date: Date:

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

**PROVIDER SCIENTIST: RECIPIENT SCIENTIST:**

……………………………………………… ………………………………………………..

(Signature and Cop) (Signature and Cop)

Name: Name:

Title: Title:

Date: Date:

**ENDORSEMENT FROM DEAN OF FACULTY/ DIRECTOR OF INSTITUTE:**

………………………………………………

(Signature and Cop)

Name:

Title:

Date:

**SCHEDULE 1**

**Original Material**

Description of Materials: