NATIONAL INSTITUTE FOR MEDICAL RESEARCH

MATERIAL TRANSFER AGREEMENT FOR

RESEARCHERS/ORGANIZATIONS

(FOR RESEARCH USE ONLY)

THIS MATERIAL TRANSFER AGREEMENT FOR Researchers/Organizations (here-in-after **<u>referred</u> to as *the "Agreement")*** is made this..... Day of ..... , ...

Between

.....of P.O Box .....

(here-in-after referred to as the ***"PROVIDER"***);

and

.....of P.O Box .....

(here-in-after referred to as "a person" or the ***"RECIPIENT"***).

PROVIDER and RECIPIENT may each be referred to as a "Party" or collectively as "Parties" to this Agreement.

This preamble shall be a definitive part of this Agreement

WHEREAS under this Agreement it is agreed that MATERIALS for medical research may be transferred between Parties to this Agreement only through the conditions stipulated in this Agreement;

WHEREAS under this Agreement it is agreed that the MATERIAL to be transferred pursuant to this Agreement are only those to be used for academic or research purposes;

WHEREAS it is hereby agreed that no transfer to third parties is allowed, except for academic or research purposes where RECIPIENT has secured the written consent of the PROVIDER;

AND WHEREAS the parties to the Agreement undertake to be bound by any lawful order or instruction, as they will be from time to time obliged to do by the Permit-Issuing Organization.

NOW THEREFORE in consideration of the mutual benefits to be derived and the representations, conditions and promises herein contained,

the **PARTIES HEREBY AGREE AS FOLLOWS:**

<u>ARTICLE I</u>

DEFINITIONS AND RULES OF INTERPRETATIONS

1.1 Definitions

"Agreement" means this "Material Transfer Agreement for Researchers/Organizations" between the Parties.

"Permit-Issuing Organization" means the entities with the legal authority under the law to issue

permits and/or to conduct scientific research or to do any activity collateral to that scientific research or matters connected thereto.

"Permit" means all consents, approvals, authorization, notifications, concessions, acknowledgements, licenses, permits or similar items required to be obtained from any recognized Permit-Issuing Organization.

"PROVIDER" means a person or organization providing the original MATERIAL.

"RECIPIENT" means a person or organization to which the original MATERIAL is transferred.

"Medical Research Coordinating Committee" means a committee of the NIMR Council which reviews, monitors and coordinates health research in the United Republic of Tanzania

"The Law" means any applicable laws of the United Republic of Tanzania or the RECIPIENT country when there is a *lacuna* in the laws of Tanzania.

"MATERIAL" in this Agreement are those biological/chemical or any research materials which are specified in ***Annex I***, which forms part of this agreement.

1.2 Rules of Interpretation

In this Agreement:

a) The headings are for convenience only and shall not be considered in interpreting this Agreement;

b) The singular includes the plural and vice versa;

c) The obligations on part of the PROVIDER or RECIPIENT shall be interpreted to apply to the conduct and responsibilities of the PROVIDER Investigator or RECIPIENT Investigator, respectively.

ARTICLE II

TRANSFER OF THE MATERIAL

2.1 *MATERIAL to be transferred*

Subject to the terms and conditions of this Agreement, the PROVIDER agrees to transfer the MATERIAL and the RECIPIENT agrees to receive the MATERIAL as identified in ***Annex I***.

2.2 ***Obligation of the RECIPIENT***

It is hereby agreed that the following conditions to the Agreement shall be binding on the RECIPIENT:

(a) The RECIPIENT agrees to use, store or dispose of the MATERIAL in compliance with all applicable laws, including, in particular but not limited to those relating to research involving the use of human and animal subjects.

(b) The MATERIAL shall remain the property of the PROVIDER and PROVIDER hereby consents to the MATERIAL being made available as a service to the research community.

(c) Subject to the law, the RECIPIENT shall use the MATERIAL for teaching or academic research purposes only.

(d) Except as previously approved by the Permit-Issuing Organization, and with the written consent of the PROVIDER, the RECIPIENT shall not transfer or distribute the MATERIAL to a third party.

(e) The RECIPIENT shall acknowledge the source of the MATERIAL in any publications reporting use of it.

(f) Subject to Article IV of this Agreement, the RECIPIENT shall be liable for damages which may arise from RECIPIENT's use, storage and disposal of the MATERIAL.

(g) The RECIPIENT and the RECIPIENT Investigator shall sign two copies of this Agreement and return one signed copy to the PROVIDER. The PROVIDER shall then forward the MATERIAL.

2.3 ***Obligation of the PROVIDER***

It is hereby agreed that the following conditions to the Agreement shall be binding on the PROVIDER;

(a) The PROVIDER agrees to transfer, store or dispose of the MATERIAL in compliance with all applicable laws.

(b) The PROVIDER shall transfer immediately the MATERIAL upon receipt of one of the two copies duly signed by the RECIPIENT.

(c) Subject to availability, the PROVIDER may agree to make the MATERIAL available under a separate agreement with other scientists (at least those at nonprofit organizations or government agencies) who wish to replicate the RECIPIENT Investigator's scientific research.

(d) Subject to Article IV of this agreement, the PROVIDER shall be liable for damages which

may arise from PROVIDER's use, storage and disposal of the MATERIAL.

ARTICLE III

COSTS AND PAYMENT ARRANGEMENTS

The MATERIAL shall be provided at no cost and, if requested, the RECIPIENT will pay for shipping costs.

ARTICLE IV

WARRANTIES

Any MATERIAL delivered or transferred pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER and RECIPIENT MAKE NO REPRESENTATIONS AND EXTEND 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.

ARTICLE V

LEGAL TITLE TO MATERIAL TRANSFERRED AND BENEFIT SHARING

Legal title to the MATERIAL transferred shall be unaffected by this Agreement or the transfer of any MATERIAL hereunder. (i) As between the PROVIDER and the RECIPIENT, the PROVIDER shall be the sole owner of all rights and the title to the MATERIAL transferred including existing intellectual property rights. (ii) The PROVIDER and RECIPIENT shall discuss the sharing of benefits arising from use of these MATERIALS in accordance with the contributions of the Parties.

ARTICLE VI

PERMITS, LICENCES AND APPROVALS

Prior to commencement of this Agreement, PROVIDER and RECIPIENT shall, at their own expense:

(a) Make or cause to be made all necessary prerequisite applications for the consents to the

Permit-Issuing Organization and shall diligently pursue all such applications and shall use all reasonable efforts to maintain the consents in effect once obtained and;

(b) Give all required notices and allow all required inspections under all consents obtained in connection with that transfer. The information supplied in the applications shall be complete and accurate and shall satisfy the substantive and procedural requirements of the applicable laws of the United Republic of Tanzania or of the other country where the MATERIAL is transferred.

ARTICLE VII

NON-EXCLUSIVE LICENSE

The transfer of the MATERIAL constitutes a nonexclusive license to use the MATERIAL solely for academic and research purposes only. The transfer of MATERIAL does not grant the RECIPIENT any additional rights in the MATERIAL other than specifically set forth in this Agreement.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by mutual written Agreement of the Parties, which shall enter into force on the date agreed by both Parties.

ARTICLE IX

TERMINATION

Termination of this Agreement is accomplished:

a) Immediately upon mutual written consent of both Parties;
b) Unilaterally by either Party with sixty (60) days' written notice to the other Party; or
c) Upon 30 days' written notice of a Party's contravention of law; and
d) As stated in Article X.

ARTICLE X

APPLICABLE LAW, SEVERABILITY

The Parties recognize and agree that this Agreement is a contract and not an International agreement, that

International Law is not applicable to this Agreement, and that International Law does not govern the interpretation of the provisions of this Agreement. Any dispute arising under this Agreement which is not disposed of by agreement between the Investigators shall be submitted jointly to the Authorized signatories of this Agreement. A joint decision of the Authorized signatories or their designees shall be the disposition of such dispute. If the Parties cannot reach a joint decision, either Party may terminate this Agreement immediately.

The Parties hereby consent to the jurisdiction of the Courts of the United Republic of Tanzania for any action, suit or proceeding arising out of or relating to this letter agreement brought against the United Republic of Tanzania or NIMR, and to the jurisdiction of the courts of the RECIPIENT Government for any action brought against the RECIPIENT Government or any of its agencies.

This Agreement is effective when signed by all Parties and counter signed by the Chair of the Medical Research Coordinating Committee (MRCC) for the Government of United Republic of Tanzania. The Authorized Officials executing this Agreement certify that they are the legal representatives of their respective organizations, authorized to sign on behalf of their respective organizations for the purpose of binding the said organizations to the terms of this Agreement, for the transfer specified above.

ARTICLE XI

NOTICE

All notices pertaining to or required by this Agreement shall be in writing, shall be signed by an authorized representative and shall be delivered to the addresses indicated on the signature page for each Party.

ARTICLE XII

NONAPPLICABILITY OF THIS AGREEMENT TO EXISTING OR FUTURE AGREEMENTS

The terms of this Agreement are not intended to and do not affect any other existing or future agreements between the Parties.

IN WITNESS WHEREOF the **PARTIES** hereto have signed this Agreement in the presence of the witnesses and at the places and on the dates set opposite their respective signatures.

SIGNATURE PAGE

FOR RECIPIENT:

RECIPIENT's Authorized Signatory

_____
Signature

_____
Printed Name and Title

Mailing Address for MATERIAL:
ewreqwrer

Tel: _____Fax_____

Email:_____

RECIPIENT's Authorized Investigator: I acknowledge and understand the terms to this Agreement.

_____
Signature

_____
Printed Name and Title

Mailing Address for Notices:

Tel:_____Fax_____

Email:_____

FOR PROVIDER:

PROVIDER's Authorized Signatory

_____
Signature

_____
Printed Name and Title

Mailing Address for MATERIAL:

Tel: _____Fax_____

Email:_____

PROVIDER's Authorized Investigator: I acknowledge and understand the terms to this Agreement.

_____
Signature

_____
Printed Name and Title

Mailing Address for Notices:

Tel:_____Fax_____

Email:_____

CERTIFICATION
Authorized Official**: CHAIR MRCC.**

_____
Signature

. ..... /..... . ..... / . .....
Date

_____
Printed Name and Title:

Mailing Address:

Tel: _____

Fax:_____

Email:_____

Annex I

Description of Information to be transferred under this Agreement: (**MTA**)

No 1.

No 2.

No 3.

Was the MATERIAL described above collected under (Study Title):

A Research protocol Approved by Tanzania Authorities:

☐Yes Certificate Number:.....

☐No

Research protocol related Grant or Contact from RECIPIENT`s Government or Organization

☐Yes Number:.....

☐ No

Provider Investigator : I declare that the above mentioned type(s) and number of samples(s) are only the one to be transferred herein.

Name:_

Signature:_ Date..:..... /.....:..... / ..:.....

Seal Stamp

Authorized Official: CHAIR MRCC: **I approve ONLY _____ type(s) Of sample(s) mentioned here above to be transferred from Tanzania.**

Name:_____

Signature:_____ Date..:..... /.....:..... / ..:.....

_____

Seal Stamp