



OIE/FAO Network of Expertise on Avian Influenza - OFFLU

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement is made this ____ day of _____, ____ by and between,

Name, address, country ("Provider").

and

Name, address, country ("Recipient").

The parties have agreed as follows :

1. Provider agrees to transfer to Recipient the following (biological) material:

(hereinafter "Material").
2. This Material will be used by Recipient solely in connection with the project described as follows : _____ (hereinafter "Research Project").
3. This Material will only be used for research purposes by Recipient in its laboratory. By requesting the material and signing this agreement, the recipient is considered responsible for appropriate handling of the material and guarantees that suitable containment conditions are available and will be applied in the recipient's laboratory. This Material will not be used for commercial purposes, such as production or sale of products or services, for which a commercialization licence may be required. Recipient will promptly, after termination of the Research Project, inform Provider of the results of the Research Project.
4. If the research is used to develop tests or commercial products, the Provider shall have the right to purchase the test or product at cost price or have a royalty free licence for its use.
5. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of five (5) years from the date of its disclosure, any of Provider' s written information about this Material that is stamped "CONFIDENTIAL" (hereinafter "Confidential Information"), except for information that was previously known to Recipient or that is or becomes publicly available through no fault of Recipient or which is lawfully disclosed to Recipient without a confidentiality obligation or that is independently developed by Recipient or its affiliated companies without the benefit of any disclosure by Provider. Recipient may publish or otherwise publicly disclose the results of the Research Project, provided that in all such oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider' s contribution of this Material unless otherwise requested by Provider.



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- 6. This Material is considered proprietary to Provider. Recipient therefore agrees to retain control over this Material, and further agrees not to transfer the Material to other people not under its supervision without prior written approval of Provider. Provider reserves the right to distribute the Material to others and to use it for its own purposes. When the Research Project is completed, or three (3) years have elapsed, whichever occurs first, the Material will be destroyed by Recipient or otherwise disposed of as mutually agreed by Provider and Recipient.
- 7. This Material IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties. Recipient agrees to hold harmless and indemnify Provider for all liabilities, demands, damages, expenses and losses arising out of or as a result of Recipient' s use of the Material for any purpose.
- 8. Provider agrees to inform Recipient of OIE Listed infectious disease agents that are handled in the same building/unit as the material.
- 9. Provider agrees to inform recipient on the method of isolation of the material (eg. SPF eggs, ordinary hatching eggs, primary cell culture, cell line).
- 10. Nothing in this Material Transfer Agreement shall or may be construed as granting Recipient any right or licence to the Material for any use other or further than the evaluation described hereabove.
- 11. A copy of this MTA must be made available to OFFLU secretariat for its records.
- 12. This Agreement shall be governed and construed in accordance with the laws of *Country [normally the Provider's]*. All disputes arising out of or in connection with this Agreement shall be settled in first instance by the relevant court of *Country*.

RECIPIENT

PROVIDER

Place,, Date.....

Place,, Date.....

By : _____

By : _____

Title : _____

Title : _____

By : _____

By : _____

Title : _____

Title : _____