



Material Transfer Agreement

King Mongkut’s University of Technology Thonburi

This is an agreement made in order to protect certain material of King Mongkut’s University of Technology Thonburi (KMUTT) (PROVIDER) which KMUTT intends to supply to (RECIPIENT) in response to the RECIPIENT’s request as identified below,

Recipient’s Scientist:

1.

Address:.....Tel.....

Provider’s Scientist:

1.

Address:.....Tel.....

The material identified as

• Biomaterial

• Non-Biomaterial

Both parties agree as follows:

1. Definitions

The following words shall have the following meanings

Material means Non-biological Material and bio-material which means original material, progeny, and unmodified derivatives. Progeny means unmodified descendant from the Material, for example, virus from virus, cell from cell, or organism from organism.

Unmodified derivatives mean substances created by recipient, which constitute an unmodified functional sub-unit or an expression product of the original material.

Modifications mean substances created by RECIPIENT, which contain or incorporate

the Material (Original Material, Progeny or Unmodified Derivatives).

The Recipient means includes RECIPIENT’s Scientists as well as Principal Investigator / Laboratory Supervisor/ Instructor

Commercial purposes mean the sale, patenting, obtaining or transferring Intellectual property rights or other tangible or intangible rights by sale or license, product development and seeking premarket approval

2. The material is the sole property of the PROVIDER and is made available as a service to the research community. The RECIPIENT shall have no right in the material other than as provided in this agreement.

3. The material will be used for research purposes only and will not be used in human subjects or in clinical trials involving human subjects and use for commercial purposes or nonmilitary scientific or sublicensed to any third party unless another license is obtained from the PROVIDER

4. If the RECIPIENT desires to use or license the material or modifications for commercial purposes. The parties agree to establish the terms of commercial purposes, Ownership of modifications and direct/indirect derivatives of material, and income arising from commercializing the direct/indirect derivatives of material shall be negotiated in good faith by the parties hereto depending upon

(a) their relative contribution to the creation of said modifications and derivatives,
and

(b) applicable laws and regulations relating to the inventorship

5. The material and/or PROVIDER's confidential information concerning the material will not be used in research that is subject to consulting or licensing obligation to another organization or transferred, further distributed, released or disclosed to others without written permission from the PROVIDER.

6. The RECIPIENT agrees to provide the PROVIDER with a copy of any publication, which contains experimental results obtained from the use of the material, modifications of material and direct/indirect derivatives of the Material. The RECIPIENT shall acknowledge the PROVIDER as the source of the material in all publications containing any data or information about the material, modifications of the material, and direct/indirect derivatives of the material unless the PROVIDER, indicates otherwise.

7. Because the material is experimental in nature, It is provided with no representations and extends no warranties, express 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. In no event shall PROVIDER be liable for any use of the material, and the RECIPIENT hereby agrees to defend, indemnify and hold the PROVIDER, its employees and agents harmless from any loss, claim, damage, or liability, which may arise from the RECIPIENT's use, storage and disposal of the Material or made against the RECIPIENT by any party, except to the extent such loss, damage or liability is the direct result of the PROVIDER's negligence or legal wrongdoing.

8. The material provided at no cost; however, fee may be requested solely for its preparation and/or deliver cost or depending on the agreed terms.

9. Duration and termination of the agreement.

9.1 This agreement is effective on the date.....to.....

9.2 This agreement will terminate on the earliest of the following dates:

(a) on completion of the RECIPIENT's current research with the material or

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

When this agreement terminates under 9.2 (a) or 9.2 (b), the parties agree to act as follows :

(i) if termination should occur under 9.2 (a) or 9.2 (b) above, the RECIPIENT will discontinue it's use of the material and will, upon direction of the PROVIDER, return or destroy any remaining material. The RECIPIENT, at its discretion, will also either destroy the modifications or remain bound by the terms of this agreement; and

(ii) in the event the PROVIDER terminates this agreement under 9.2 (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 it's 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.

The parties have read and understood the entire substance of the contract hereby sign their names in the presence of witnesses.

PROVIDER SCIENTIST

RECIPIENT SCIENTIST

Name.....

Name.....

()

()

Department.....

Department

Faculty.....

Faculty.....

PROVIDER INSTITUTION APPROVAL

RECIPIENT INSTITUTION APPROVAL

Name.....

Name.....

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Position.....

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Position.....

King Mongkut's University of Technology Thonburi
Date.....

Institution.....
Date.....