**Material Transfer Agreements (MTA)**

**General Introduction**

An MTA can be drawn up in two scenarios:

1. Where a Sri Lankan scientist sends biological material abroad to a recipient scientist, institution or laboratory for the purpose of analysis, the results to be transmitted to the requesting scientist for publication or other purpose (research paper, diagnosis, clinical therapy etc.)

2. Where a scientist abroad requests a Sri Lankan scientist for biological specimens from Sri Lanka for the purpose of conducting research, the results to be published by him.

In either case the Agreement should be:

1. a) Between two Institutions;
2. b) The PROVIDER and the RECIPIENT of the biological material should be clearly identified by INSTITUTION and NAME of scientist;
3. c) The nature of the MATERIAL should be clearly described, and any accompanying data relating to the MATERIAL that accompanies it should be considered CONFIDENTIAL INFORMATION and be a part of the MATERIAL.
4. d) The PURPOSE for which the material is transferred should be clearly described;
5. e) The fate of the RESULTS should be clearly stated;
6. f) The OWNERSHIP of the material and the RESULTS should be clearly stated as well as PUBLISHING RIGHTS;
7. g) The FATE OF MATERIAL REMAINING should be clearly stated:
8. (i) return to PROVIDER or
9. (ii) destroy in an appropriate, previously agreed or described, manner;
10. h) RESTRICTIONS on sharing the MATERIAL and CONFIDENTIAL INFORMATION and any derived products, prohibitions on commercial and other use such as on humans and for therapy shall be explicitly stated;
11. i) The PERIOD OF VALIDITY of the agreement shall be clearly stated as well as the mechanism for prior termination of the agreement.

Two templates have been drafted: MTA-1 to be used in scenario 1 and MTA-2 to be used in scenario 2.

**FERCSL Template for Material Transfer Agreement (MTA-1)**

For Transfer of Material for analysis and report

In response to the RECIPIENT agreeing to receive the MATERIAL & CONFIDENTIAL INFORMATION [insert description] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available for the PURPOSE as described hereunder: [insert PURPOSE]

2. The MATERIAL is to be used for the stated PURPOSE only. The RECIPIENT will only use the MATERIAL and CONFIDENTIAL INFORMATION to conduct work in vitro or in laboratory animals, as necessary for the PURPOSE, and will not modify the MATERIAL. The RECIPIENT will not use the MATERIAL or CONFIDENTIAL INFORMATION in any other way, including in humans or for commercial purposes.

3. The RECIPIENT is to only provide the MATERIAL and disclose the CONFIDENTIAL INFORMATION to employees or students who need to know the same for the PURPOSE and the RECIPIENT shall be responsible for ensuring that all such persons comply with this Agreement.

4. The RECIPIENT agrees to notify the PROVIDER of the Results, data and any discoveries that arise from the RECIPIENT’s use of the MATERIAL and CONFIDENTIAL INFORMATION, as requested under PURPOSE.

5. The RECIPIENT agrees to return to the PROVIDER / destroy (strike out inapplicable) any unused MATERIAL and all CONFIDENTIAL INFORMATION upon the completion of the PURPOSE.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER makes no representations and extends 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. The period of validity of this Agreement shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_ months (insert period) from the date of execution.

9. This Agreement may only be changed in writing signed by both parties.

10. The provisions of this Agreement are separate and severable. If a provision of this Agreement is void or voidable or unenforceable because of illegality or other reason then, it shall be severed from this Agreement which will otherwise remain in full force and effect.

11. All notices, requests and other communications between the PROVIDER and the RECIPIENT shall be in writing, shall be addressed to the contact person identified in the Agreement or the relevant scientist, and if sent by airmail shall be deemed received one week after the day of mailing.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this Agreement and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

Provider information and authorized signature

Provider Scientist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provider Organization:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person if different from above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official / Date

Recipient information and authorized signature

Recipient Scientist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person if different from above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official / Date

**Certification of Recipient Scientist**: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Scientist / Date

Note: ‘Authorized Official’ refers to Institution official authorized to sign Material Transfer Agreements on behalf of the Institution.

**FERCSL Template for Material Transfer Agreement (MTA-2)**

For Transfer of Material at the Request of a Scientist outside the Provider’s Institution

In response to the RECIPIENT’s request for the MATERIAL & CONFIDENTIAL INFORMATION described as follows [insert description] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available for the PURPOSE as described hereunder: [insert PURPOSE] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The MATERIAL is to be used for the stated PURPOSE only. The RECIPIENT will only use the MATERIAL and CONFIDENTIAL INFORMATION to conduct work in vitro or in laboratory animals, as necessary for the PURPOSE, and will not modify the MATERIAL. The RECIPIENT will not use the MATERIAL or CONFIDENTIAL INFORMATION in any other way, including in humans or for commercial purposes.

3. The RECIPIENT is to only provide the MATERIAL and disclose the CONFIDENTIAL INFORMATION to employees or students who need to know the same for the PURPOSE and the RECIPIENT shall be responsible for ensuring that all such persons comply with this Agreement.

4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Agreement to other scientists for teaching or not-for-profit research purposes only.

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER makes no representations and extends 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [insert fee]\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9. The period of validity of this Agreement shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_ months (insert period) from the date of execution.

10. This Agreement may only be changed in writing signed by both parties.

11. The provisions of this Agreement are separate and severable. If a provision of this Agreement is void or voidable or unenforceable because of illegality or other reason then, it shall be severed from this Agreement which will otherwise remain in full force and effect.

12. All notices, requests and other communications between the PROVIDER and the RECIPIENT shall be in writing, shall be addressed to the contact person identified in the Agreement or the relevant scientist, and if sent by airmail shall be deemed received one week after the day of mailing.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

**Provider information and authorized signature**

Provider Scientist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provider Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person if different from above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official / Date

**Recipient information and authorized signature**

Recipient Scientist: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person if different from above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official / Date

**Certification of Recipient Scientist**: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Scientist / Date

Note: ‘Authorized Official’ refers to Institution official authorized to sign Material Transfer Agreements on behalf of the Institution.