

## MATERIAL TRANSFER AGREEMENT

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

**Provider:**

.....

and

**Recipient:**

.....

The parties have agreed as follows:

1. Provider agrees to transfer to Recipient the following (biological) material: H5N1 avian influenza virus isolates, as described in more detail in Annex 1 (hereinafter "Material").
2. The shipper will be responsible for the appropriate preparation of the parcel according to IATA<sup>1</sup> and OIE<sup>2</sup> standards and for identifying a shipping company with the appropriate authorizations to handle infectious material (Code UN2814). The parcel will be delivered through (*name of the shipping company/other mechanism*).
3. This Material will be used by Recipient solely for research purposes in connection with the project titled (*name of the related project, if any*):

Specific activities to be undertaken under the project are:

- Activity 1:
  - Activity 2:
- (hereinafter referred to as "Project")
4. By requesting the material and signing this agreement, the recipient accepts responsibility for the proper handling and testing of the Material in accordance with generally accepted international scientific standards, such as the relevant WHO and OIE guidelines and standards related to avian influenza. The Recipient guarantees that suitable handling and containment conditions are available and will be applied in the Recipient's laboratory.
  5. The 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. The Recipient will promptly, after termination of the Project, inform Provider of the results of the Project.
  6. 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 than for purposes of

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<sup>1</sup> International Air Transport Association ([www.iata.org](http://www.iata.org))

<sup>2</sup> International Air Transport Association ([www.iata.org](http://www.iata.org))

the Project in accordance with this Agreement. The Provider exclusively reserves any and all intellectual property rights, including patentable information and copyright, in the work to be performed under this Agreement, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof.

7. The Recipient shall not disclose to the public or publish in any form any information, including research information, or information of a strategic or commercial nature, related to the Material, unless explicitly authorized in writing by the Provider. The Recipient nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.
8. The Material is proprietary to Provider. The Recipient shall retain control over this Material, and further agrees not to transfer the Material to other people not under its direct supervision without prior written approval of the Provider. The Provider reserves the right to distribute the Material to third parties or use the Material for its own purposes.
9. This Material is being supplied to the Recipient with no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties. The Provider shall have no liability to the Recipient for any losses arising out of the use of the Material by the Recipient under this agreement.
10. Provider agrees to inform Recipient of OIE Listed infectious disease agents<sup>3</sup> that were handled in the same building/unit as the Material sent.

RECIPIENT

PROVIDER

Place, ....., Date.....

Place, ....., Date.....

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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<sup>3</sup> <http://www.oie.int/en/animal-health-in-the-world/oie-listed-diseases-2013/>

## ANNEX 1

### DESCRIPTION OF THE MATERIAL TRANSFERED

(Must include a list of isolates with scientific names, quantity, units of materials etc)