

**MAKERERE UNIVERSITY SCHOOL OF HEALTH SCIENCES RESEARCH AND ETHICS COMMITTEE
MAKSHSREC-
MATERIAL TRANSFER AGREEMENT (MTA)-TEMPLATE**

1.0 Parties

The MTA must carefully list parties and their addresses. Only the authorized representatives of the parties should sign it, and effective date of the MTA must be indicated. E.g.(This Materials Transfer Agreement ("MTA") for a research protocol titled.....protocol referenced number..... is made on this day of (DD/MM/YY) betweenand)

2.0 Description of materials

The materials being transferred/ exchanged must be fully described, including a description of derivative products, if any.

3.0 Sample source

Where will the samples be collected from and from whom will the samples be collected from

4.0 Quantity of Materials required to be transferred:

quantities must be specified and appropriately packaged.

5.0 Purpose and usage of materials

The recipient should fully describe the intended use of the materials. The recipient should also specify whether the materials would be used for research purposes only or for commercial applications or both

6.0 User(s)

Authorized users of the materials should be mentioned. The users cited must agree to abide by the terms and conditions of the MTA. Transfer to third parties not mentioned in the MTA is prohibited without written consent of the provider organization or their assignee

7.0 Location, care and storage

The place (full address) where material is to be transferred, used and or stored should be indicated.

8.0 Period of use of the materials

A date for termination of use of the material may be set to avoid indefinite use of the material by the recipient organization. This date may be extended by written mutual consent of the parties. At the termination date, the provider organization may ask for the return of the material or its destruction. It should be noted that terminating use of the material does not render null and void other provisions of the MTA. It should be mentioned if the material would be stored for future unknown uses.

9.0 Period within which the materials will be transferred

Indicate the period within which the materials will be transferred

10.0 Method of transfer of materials:

It should be clearly indicated in the MTA which method of transferring materials will be used

11.0 Specific experimental tests that the Materials will be subjected to on transfer:

The MTA should clearly indicate specific experimental tests that the materials will be subjected to on transfer

12.0 Disposal of materials

A disposal plan for the materials must be described, including methods of disposal. Disposal of material must be sufficiently documented.

13.0 Restrictions

If there are specific restrictions for the recipient organization, they should be described. Specific restrictions may, for example, include: to be used for one purpose and not the other; to be used in a specific site or country only or to be used strictly under the laws of a specific country. It should, however, be noted that any research project to be conducted in future using stored samples of human origin will be subject to review and approval by a REC in the provider's country.

14.0 Ownership of Derivatives

The provider organization should clearly state whether the recipient organization is allowed to own any derivatives of the material developed over time. The provider organization may allow the recipient organization to retain the derivatives without any stipulations.

15.0 Ownership of the new products discovered through the use of the materials

The MTA must state who owns any new products discovered through the use of the material. If nothing is stated about this in the MTA, the provider organization automatically assumes ownership.

16.0 Commercialization Rights.

The MTA should include directions for handling commercializable products, including sharing of any royalties. The parties may wish to include a clause, which allows them to negotiate a separate MTA should the need for commercialization arise

17.0 Technology Transfer/Education and Training

The MTA should state clearly what technologies would be transferred to the provider organization or country. Other collateral benefits to the provider organization such as building infrastructure, training and provision of certain services may be included.

18.0 Benefit sharing

- Publication (The provider organization may require the recipient organization to publish or not to publish the data obtained from the material under specified conditions)
- Acknowledgement/citation requirements (If the provider organization allows any publication, it may be agreed that the provider organization is acknowledged as the provider of the material.)
- Patents
- Other benefits

19.0 Governing Laws.

State the governing law. Such laws may be the laws of the provider's and recipient's country or both. Whatever the case may be, the MTA should be prepared taking into consideration the governing laws of the provider's and recipient's countries.

20.0 Responsibilities

The recipient organization is responsible for the proper handling and use of the material. The recipient should give a report to the provider regularly about the status and use of the materials.

21.0 Liability

The recipient or both the provider and recipient are accountable for any misuse or consequences of use of the material. Parties must agree on liability.

22.0 Warranty.

The MTA should explain that the provider is giving the material “as is” and does not promise that material will perform in any specific way.

23.0 Dispute resolutions

It should be clearly indicated in the MTA that, in the event of any dispute that arises between the parties with respect to the interpretation or performance of the MTA, such disputes will be amicably settled by the parties. If the disputes cannot be resolved amicably by the parties, The Uganda National Council for Science and Technologies (UNCST) may be called upon to mediate, provided that the parties hereby agree that any ruling, findings or results of the UNCST will be non-binding in the nature and either party may seek any appropriate and available remedy in any tribunal or court of competent jurisdiction.

24.0 Amendment

The MTA should have a clause which states that the MTA may be amended at any time by written mutual consent of the parties

25.0 Termination of MTA

The MTA may be terminated by either party providing a written notice in an agreed time frame. Parties must, however, make provisions for benefit sharing of any accruing or anticipated future benefit at the point of termination

AGREED:

PROVIDER

Name of provider’s institution.....

By: Authorized official for the Provider

Signature:..... Date (MM/DD/YY) .

Name:.....

Title:

READ.ACKNOWLEDGE AND UNDERSTOOD:

BY: PROVIDER Investigator:

Signature:..... Date (MM/DD/YY) .

Name:.....

Title:

PROVIDER Investigator’s Mailing Address:

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AGREED:
RECIPIENT

Name of recipient's institution:.....

By: Authorized official for the Recipient

Signature:..... Date (MM/DD/YY) .

Name:.....

Title:

RECIPIENT's Investigator's Mailing Address:

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