**Material Transfer Agreement**

This agreement is made at Department of Livestock Development, Ministry of Agriculture and Cooperatives, 69/1 Phayathai Road, Thungphayathai Sub-district, Ratchathewi District, Bangkok 10400, Thailand on …………….(*DATE*)…….…..……,by *Department of Livestock Development (DLD), Ministry of Agriculture and Cooperatives*, *Thailand*, represented by ….......(*XXX XXX*).....................… as its *Director General­­­*, hereinafter referred as the “PROVIDER” as one party and….........................*(XXX XXX)*….....................................located at………............……………..…,represented by…..............................................................…as its...........................…, hereinafter referred as the “RECIPIENT” as other party.

Whereas the RECIPIENT intends to obtain the MATERIAL from the PROVIDER to use solely for research purposes, both parties agree as follows:

**(1) Definition**

 “MATERIAL” means original material, including

- All biological materials (living or dead organisms),

- Any associated know-how, data and information derived from the MATERIAL,

- Progeny, unmodified derivative and modifications,

- Any cells or genomes, nucleic acids, molecules replicated or derived therefrom.

“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, such as purified or fractionated sub-sets of the original MATERIAL, sub-clones of unmodified cell lines, monoclonal antibodies secreted by a hybridoma cell line, proteins expressed by DNA/RNA supplied by the PROVIDER, sub-sets of the original MATERIAL, for example, novel plasmids or vectors.

“Modifications” mean substances created by RECIPIENT, which contain or incorporate the MATERIAL (Original Material, Progeny or Unmodified Derivatives).

“Research Purposes” mean any research, experiment, analysis and conclusion of data for medical and veterinary development for benefits of humankind without any commercial purposes.

**(2) Supporting Document of Agreement**

(2.1) …..……………………… : sheet(s)

(2.2) …..……………………… : sheet(s)

(2.3) …..……………………… : sheet(s)

**(3) Terms of this Agreement**

The PROVIDER agrees to transfer the materials to the RECIPIENT, provided that both parties shall strictly comply with all his/her national and international laws and regulations, including the Pathogens and Animal Toxins Act B.E. 2558 (A.D. 2015) including any other laws (amendment), notifications, ordinances and other regulations in so far as they have been issued under the Pathogens and Animal Toxins Act B.E. 2558 (A.D. 2015).

**(4) Responsibilities of the RECIPIENT**

(1) The MATERIAL is the property of DLD and is to be used by the RECIPIENT solely for (check only one that applies)

[ ] research purposes.

[ ] research based on bachelor / master / doctoral programs

[ ] quality control of testing

[ ] training and academic purpose

[ ] diagnosis and analysis

(2) The RECIPIENT agrees to bear any cost of the preparation and distribution of the MATERIAL.

(3) The RECIPIENT agrees not to transfer the MATERIAL to any third party who is not under its control without the written consent of the PROVIDER.

(4) The RECIPIENT agrees to keep the MATERIAL in appropriate containment facilities under supervision of fully trained and competent staff. PROVIDER is not responsible for possible contamination of the transfer material.

(5) The RECIPIENT agrees to inform the PROVIDER of all research findings relating to the MATERIAL within 1 year after the research was completed and provide copies of all publications provided that such publications shall consist of research findings based on the use, adjust and modification of the MATERIAL.

(6) The RECIPIENT agrees to acknowledge the PROVIDER as the source of the MATERIAL in any and all publications and patent applications based on or relating to the MATERIAL, replicas, or derivatives thereof and any research thereon.

(7) The RECIPIENT agrees not to use the MATERIAL or modifications or any related patent of the PROVIDER for commercial or any purposes other than research

(8) The RECIPIENT shall promptly return or destroy all information and the MATERIAL upon demand therefor by the PROVIDER.

(9) If the RECIPIENT does not comply with any or all statement of the material transfer agreement, the MTA may be terminated by the PROVIDER.

**(5) Agreed Term of Operation**

This agreement is valid from the signing date to …………….(*DATE*)…….…..……, unless both parties agree in writing to extend the term of operation.

Upon the expiry or termination of this agreement, the RECIPIENT shall cease to use the MATERIAL and return or destroy the remaining MATERIAL immediately. The written certification of destruction shall be given to the PROVIDER within 30 days.

**(6) Interpretation**

In the interpretation of the rights and obligations of the PROVIDER and RECIPIENT in any contexts under this Agreement is made for compliance with the laws of Thailand.

**(7) Dispute Resolution**

In the event of any dispute, conflict or claim relating to this agreement, the PROVIDER and RECIPIENT shall endeavor to resolve such a dispute within .... days from the date of receiving or deemed to have received a notice of claim that a dispute, conflict, or claim has been made.

This agreement is made in two copies with the identical contents. Both parties have read and understood it thoroughly and considered it meets their intent in all respects. In witness whereof, they have set their hands before the witnesses. Each party shall retain one copy.

|  |  |
| --- | --- |
| Signature:…..………................ PROVIDER (…..………................)Title:  |  Signature: …..………..............RECIPIENT (…..………................) Title:  |
| Signature: …..………................Witness (…..………................)Title:  |  Signature: …..………................Witness (…..………................) Title:  |

**Attachment 1**

**Material Transfer Record**

Department of Livestock Development, Thailand agrees to transfer the following materials to …………………………………………………………………………………………………:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Material** | **Identification No.** | **Remark** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[ ] The materials will be picked up on ………………….……….. (Please notify…...days /

 weeks in advance)

[ ] The materials are requested to be shipped to ……………………………………………

 …………………………………………………………………………………………...

For Provider (On the day of material pick-up)

 National Institute of Animal Health, Thailand has transferred the materials as requested.

Name :……………………………………. PROVIDER

 (……………………………………)

Position :…………………………………….

Date …………………………………………

For the one who picks up the materials.

 I have received materials as specified in this document.

Name : …………………………Person authorized to pick up the materials

 (……………………………………)

Position :…………………………………….

Date …………………………………………