



OBAFEMI AWOLOWO UNIVERSITY, ILE-IFE, NIGERIA.

MATERIAL TRANSFER AGREEMENT (MTA)

This Material Transfer Agreement for (*state category of material*) herein referred to as 'Agreement' is herein entered into this day (*state date*) by and between:

the 'Provider'

Name (<i>Firstname/Middlename/Surname</i>)	
Title (<i>Prof./Dr./Engr./Mr./Mrs.</i>)	
Role (<i>e.g. Principal Investigator</i>)	
Organization's full Address	Obafemi Awolowo University, Ile-Ife, Osun State, Nigeria.
Faculty	
Department	
Phone number(s)	
Email-address(es)	
Description of the Concerned Material	
Purpose of transferring the Concerned Material	

and the 'Recipient'

Name (<i>Firstname/Middlename/Surname</i>)	
Title (<i>Prof./Dr./Engr./Mr./Mrs.</i>)	
Role (<i>e.g. Principal Investigator</i>)	
Organization's full Address	<i>(Recipient's address)</i>
Faculty	
Department	

Phone number(s)	
Email-address(es)	
Description of the Concerned Material	
Purpose of receiving the Concerned Material	

The Provider and Recipient may each be referred to herein solely as a ‘**Party**’ or jointly as the ‘**Parties**’ as the case may be.

Whereas:

- a. The Provider owns and control the Concerned Material and has the right to provide access thereto;
- b. The Provider hereby transfers the Concerned Material to the Recipient and the Recipient accepts the Concerned Material;
- c. The Recipient intends to use the Concerned Material for academic research purpose;
- d. The Provider is willing to provide the Concerned Material to the Recipient for academic research, teaching or not-for-profit purpose subject to the terms and conditions below;

Therefore, in consideration of the foregoing mutual understanding, covenant and covenants set forth below, the parties hereby agree as follows:

1. **Objective:**

The objective of this Agreement is to set out the framework within which the Parties will engage in the transfer, use and other processing of the Concerned Material, and to provide for matters connected therewith.

2. **Definitions:**

- a. Agreement – means this Agreement and all annexures thereto;
- b. Material – means the original Concerned Material, unmodified derivatives and modifications;
- c. Concerned Material – means the Material set forth in this agreement
- d. Unmodified Derivatives – means any functional group of the original Concerned Material created or generated by the Recipient;
- e. Modifications – means any compound that can be synthesized, generated or derived from the Concerned Material through chemical reaction that is not unmodified derivative;
- f. Research – means academic research
- g. Benefit – means the gain that will be received by the Provider from the use of the Concerned Material by the Recipient. Benefits may include amongst others, the information shared, use of research results, royalties, acknowledgement of the Provider as the source of the Concerned Material, publication rights, transfer of technology or materials and capacity building;
- h. Benefit sharing – means the process or act of sharing in the gains that is derived from the use of the Concerned Material, in a manner that is fair and equitable;
- i. Not-for-profit – means not for commercial purpose.

3. **Material Transfer:**

- a. The Provider retains the ownership of the Concerned Material;
- b. The Recipient agrees to use the Concerned Material for the intended research, teaching, or not-for-profit purpose as stated in Purpose of receiving the Concerned Material above subject to the provider's approval;
- c. Recipient covenants to use the Concerned Material in accordance with good laboratory practice, highest degree of skill and care, and in compliance with all applicable laws and regulations in relation to transportation, handling, storage, use and disposal of such materials;
- d. If the Recipient desire to use the Concerned Material for purposes other than the intended research, then the Recipient must obtain prior written consent from the Provider before any such other purpose(s) is undertaken;
- e. Recipient will not use the Concerned Material for commercial purpose. The Recipient agrees that the Concerned Material:
 - i. Will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without prior written consent of the Provider;
 - ii. Is to be used only at the Recipient organization and only in the Recipient's laboratory under the direction of the Recipient;
 - iii. Will not be transferred to anyone else within or outside the Recipient organization without the prior written consent of the Provider;
 - iv. The Concerned Material will not be used in research that is subjected to consulting or licensing obligations with any third party without Provider's prior written consent;
 - v. Neither Recipient nor Recipient representative shall sequence, reverse engineer or otherwise attempt to determine the structure composition or any component of the Concerned Material;
 - vi. The recipient and the Recipient representative agree to refer to the Provider any request for the Concerned Material from anyone other than those persons working under the Recipient representative's direct supervision. To the extent supplies are available, the Provider or the Provider representative agree to make the Concerned Material available, under a separate Simple Letter of Agreement to other representatives for research, teaching or not-for-profit purpose only;
 - vii. The type(s) and quantity(ies) of the Concerned Material provided in any shipment shall be determined and agreed upon by Provider representative(s) and Recipient representative. Recipient shall bear all risk associated with the shipping of the Concerned Material, including the completion of any governmental requirements and payment of governmental fees, if any. Recipient shall pay the Provider a transmittal fees agreed by both parties to reimburse the Provider for its preparation and distribution costs;
- f. The Recipient shall ensure the confidentiality of the Concerned Material. The Provider may provide to the Recipient certain technical information or data related to the Concerned Material that is confidential and propriety to the Provider (**'Confidential Information'**). To the extent practical, Confidential Information will be disclosed in documentary or tangible form with a tag 'Proprietary' or

'Confidential'. Recipient shall protect Confidential Information of the Concerned Material with the same degree of care Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. Recipient shall only use the Confidential Information in the Concerned Material for completion of Research, and shall not disclose such to any third party. Recipient may disclose Confidential Information in the Concerned Material if required to do so by relevant law, regulation, or court order, provided that Recipient notifies Provider prior to such disclosure to provide reasonable opportunity for Provider to seek a protective order.

4. **Research Results and Intellectual Property**

- a. Recipient agree to provide Provider research results obtained from the use of the Concerned Material at least fifteen (15) working days prior to the disclosure or publication of those results, and in the case of a written publication, will provide Provider with a manuscript describing the research results at the time of the submission of the manuscript for publication. The Recipient representative agrees to provide acknowledgement of the source of the Concerned Material in all publications as academically appropriate.
- b. If the use of the Concerned Material by the Recipient results in an invention or Material, Recipient will promptly disclose the invention or Material to the Provider. Recipient shall not obtain, or attempt to obtain, patent protection for the Material, or their use, or any other Materials or methods that could not have been made but for the Concerned Material without the prior written consent of Provider. If the Recipient desires to use or license the Concerned Material for Commercial Purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with the Provider to establish the terms of a commercial license. It is understood by the Recipient that the Provider shall have no obligation to grant such a license to the Recipient, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Concerned Material to any third party(ies).
- c. The Recipient acknowledges that the Concerned Material is or may be the subject of a patent application. Except as specifically provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trademark, trade secrets, or other proprietary rights of the Provider, including any altered forms of the Concerned Material made by the Provider. In particular, no right, license, title, or interest of any nature whatsoever is granted by implication, reliance, or otherwise, by Provider to use the Concerned Material or any related patents of the Provider for Commercial Purposes.

5. **Liability**

The Concerned Material provided under 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 CONCERNED MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assume all liability for

claims for damage against it by third parties which may arise from the use, storage or disposal of the Concerned 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 willful misconduct of the Provider.

6. Indemnification

Except for indemnification of third-party claims pursuant to ‘clause 5’ above, in no event shall any party be liable to the other party for special, indirect, incidental, or consequential damages, including loss of profits, whether in contract, warranty, tort, negligence, strict liability, or otherwise arising out of or relating to this agreement.

7. Benefit Sharing

Both parties agree to collectively determine how benefit(s) resulting from the use of the Concerned Material is shared as stated below:

8. Termination

a. Both parties agree on the earliest time of termination of this agreement as follows:

Upon termination of this Agreement, Recipient will discontinue the use of the Concerned Material and will, upon direction of the Provider, return or destroy any remaining Material.

b. In the event of breach of any of the terms by any of the parties, this agreement will be terminated. The consequence of the breach will be the sole responsibility of the party who breach any of the terms of this agreement.

9. Severability

Each of the clauses or provisions of this Agreement is separate and severable and enforceable as such. In the event that any provision is held at any time to be void or unenforceable then the validity or enforceability of the other provisions shall not thereby be affected; but parties agree that in any such event they shall substitute for the void and enforceable provision which gives effect, to the greatest extent possible all the objectives that the invalid or unenforceable provision is meant to achieve.

10. Authorization

This Material Transfer Agreement is duly authorized by the Obafemi Awolowo University Ethics Committee for Obafemi Awolowo University, Ile-Ife:

Name (Firstname/Middlename/Surname)	
Title (Prof./Dr./Engr./Mr./Mrs.)	
Designation	

Organization's full Address	Obafemi Awolowo University, Ile-Ife, Osun State, Nigeria.
Signature	

Signed on this _____ day of _____, 202__

Witnesses:

Witness 1:

Name (<i>Firstname/Middlename/Surname</i>)	
Title (<i>Prof./Dr./Engr./Mr./Mrs.</i>)	
Designation	
Organization's full Address	Obafemi Awolowo University, Ile-Ife, Osun State, Nigeria.
Signature	

Witness 2:

Name (<i>Firstname/Middlename/Surname</i>)	
Title (<i>Prof./Dr./Engr./Mr./Mrs.</i>)	
Designation	
Organization's full Address	Obafemi Awolowo University, Ile-Ife, Osun State, Nigeria.
Signature	