Materials Transfer Agreement

This Material Transfer Agreement ("**MTA**") has been adopted for use by **the Ministry of Health and Medical Education of I.R. Iran(MOH) and its associated academic and research centers**, in all transfers of "**Research Material**" to international research centers, agencies and academic members, whether **one of the above mentioned centers** is identified below as its **"Provider"** or **"Recipient"**.

1. **PROVIDER**: _____

Postal address:

Phone:

Fax:

E-mail:

2. **RECIPIENT**: _____

Postal address:

Phone:

Fax:

E-mail:

3. **MATERIAL**: _____

a. Source (originally derived from human, animal, etc.): _____

b. Collection / Processing site: _____

c. Preservation Material: _____

d. Preservation Temperature: _____

e. Transportation temperature:_____

f. Status: ☐Unidentifiable☐Coded

g. Special protective packaging required: ☐Yes ☐No

h.. Other Descriptions: _____

_____

4. The PROVIDER states that the samples were collected complying with ethical standards following the international norms and procedures established by an accredited Internal Review Board (Code: ----------).

5. The **MATERIAL**will be used by **RECIPIENT** scientist solely in connection with the following research projectand/or diagnostic purposes ("**Research/Diagnostic Projects**") described with specificity as follows (use an attachment page if necessary):
Title of the research project, Funding source and approval No.:_____
_____
_____
_____

I. Definitions:

1. **MATERIAL:** ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.
2. **MATERIAL** does not refer to: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
3. **PROGENY**: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
4. **UNMODIFIED DERIVATIVES**: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL *including: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line etc.*
5. **MODIFICATIONS:** Substances created by the RECIPIENT which contain/incorporate the MATERIAL.
6. **COMMERCIAL PURPOSES:**include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization.

II. Terms and Conditions of this Agreement:

A. Use of Material

The RECIPIENT agree that the MATERIAL:

1. Is to be used solely for academic and/or other noncommercial internal research/non-profitable diagnostic purposes;
2. Will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects unless otherwise officially authorized by the providing entity.
3. Is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision;
4. Will not be transferred to anyone else within the RECIPIENT organization without the prior

written agreement from the PROVIDER.

5. Will be used ethically, in substantial compliance with the review procedures and international ethical guidelines or where those are superseded by authoritative, higher national standards, in substantial compliance with such standards

B. Liability

1. The RECIPIENT acknowledges that the MATERIAL may be the subject of a patent application or covered by patent rights in one or more countries.
2. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER or any third party, including with respect to any altered forms of the MATERIAL made by the PROVIDER.
3. In particular, but without limitation, no expressed or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.
4. RECIPIENT hereby agrees to indemnify and hold harmless PROVIDER, its trustees, officers, employees, agents and medical and research staff, including without limitation, against any claim arising from RECIPIENT's use of this Agreement, including without limitation any claim that RECIPIENT's use of the MATERIAL violates any of intellectual property or other rights of the third party, or violates any provision of law, or arises from a breach of this Agreement.
5. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable International statutes and regulations, for example, those relating to research involving the use of animals or recombinant DNA.

C. Ownership

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
2. The RECIPIENT retains ownership of:
    a. MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and
    b. Those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES).
    c. If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, such material will be jointly owned.
3. The RECIPIENT agrees to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision.
4. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS 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, subject to any pre-existing rights held by others. 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 MATERIAL to any third party/ies.

5. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties and that its use may require acquisition of rights from third parties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OF THE MATERIAL, ITS SOURCE, MERCHANTABILITY, TRANSFER OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
6. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage, disposal or transfer of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use or transfer of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
7. The ORIGINAL MATERIAL cannot be transferred to a third party without the written consent of the PROVIDER. The exemption are others working under the RECIPIENT SCIENTIST direct supervision or with the purpose of obtaining a service. The RECIPIENT SCIENTIST agrees to refer to the PROVIDER any request for the ORIGINAL MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision.

D. Publications

1. The RECIPIENT RESEARCHER and the PROVIDER RESEARCHER agree that the information derived from the ORIGINAL MATERIAL should be published. The RECIPIENT SCIENTIST will generate the information out of the ORIGINAL MATERIAL.
2. The PROVIDER SCIENTIST recognized that the ---------- (PROVIDER or RECIPIENT) SCIENTIST has designed the research project, will generate the data, and will analyze it for publication.
3. The PROVIDER SCIENTIST will participate as co-author in the all related publications where the data generated from the ORIGINAL MATERIAL is firstreported.
4. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.
5. The PROVIDER SCIENTIST agrees to participate in developing the manuscripts where he/she is co-author by editing and providing opportune feedback.
6. The PROVIDER SCIENTIST acknowledges that the data derived from the ORIGINAL MATERIAL may be deposited in public databases if it is appropriate (e.g., GenBank) or required by law in the Recipient's country.
7. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the ORIGINAL MATERIAL. The grace period for joint publication review is considered 60 days.
8. In addition in all oral presentations concerning the **Research Project**, **RECIPIENT**will acknowledge

PROVIDER's contribution of this **MATERIAL** unless requested otherwise.

9. **RECIPIENT**agrees to treat in confidence, for a period of ------- years from the date of its disclosure, any of **PROVIDER**'s written information about this **MATERIAL**that is stamped **"CONFIDENTIAL"**, except for information that was previously known to **RECIPIENT**or that is or becomes publicly available or which is disclosed to **RECIPIENT**without a confidentiality obligation.
10. Any oral disclosures from **PROVIDER**to **RECIPIENT**shall be identified as being **CONFIDENTIAL** by written notice delivered to **RECIPIENT**within thirty (30) days after the date of the oral disclosure.
11. **RECIPIENT**may publish or otherwise publicly disclose the results of the **Research Project**, but if **PROVIDER**has given **CONFIDENTIAL** information to **RECIPIENT**such public disclosure may be made only after **PROVIDER**has had thirty days to review the proposed disclosure to determine if it includes any **CONFIDENTIAL** information.
12. The **PROVIDER**can request access to unpublished primary data that is going to be used in a join publication with the **RECIPIENT** for planning independent research projects or to be included as preliminary data in grant proposals independently developed by the **PROVIDER**. However, such data cannot be used in publications or disseminated in any form without the **RECIPIENT** authorization. Published data or data deposited in public databases are considered public domain.
13. Modifications of the original material (e.g. cloned PCR products or primers) will be made available to the **PROVIDER** if requested provided that such material will be used in good faith by the **PROVIDER**, without affecting or damaging the research of the RECIPIENT SCIENTIST and that the **RECIPIENT** will be properly acknowledged by citing the publication where such modifications appear or any other form that both parties agree on.

E. Termination of Use

1. This Agreement will terminate on the earliest of the following dates:
    a. When the MATERIAL becomes generally available from third parties such as commercial entities or public depositorieswithout breaching the lawful ownership of the PROVIDER, and any patents or pending patent applications by the PROVIDER,
    b. On completion of the RECIPIENT's current research with the MATERIALas described under the "Title of the Research Project" in this agreement, or
    c. Within 60 daysof receiving awritten official notice by either party to the other.
2. Upon the effective date of termination, or if mutually agreed, any deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.
3. Sections of B, C, and Dof this agreement shall survive termination.

F. **Additional Terms**:

1._____

2._____

3. _____

G. Laws and Restrictions

1. This agreement will be construed so as to comply with the laws of both the **PROVIDER** and the **RECIPIENT**, except that to the extent they conflict and cannot be harmonized, the contractual provisions of this agreement shall be construed in accordance with the laws of the **PROVIDER**, and ethical restrictions and prohibitions on uses of the **MATERIALS** shall be construed in accordance with the laws of the location where research is being conducted.

2. The undersigned **PROVIDER**and **RECIPIENT**expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

Provider Scientist:

_____

Provider Organization:

_____

Address: _____

_____

_____

Signature for Provider Date

Recipient Scientist:

_____

Recipient Organization:

_____

Address: _____

_____

_____

Signature for Provider Date