

STANDARD OPERATING PROCEDURE

Title: Material transfer agreement
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Date withdrawn:

Background

A Material Transfer Agreement (MTA) is a contract that governs the transfer of tangible research materials between two organizations, when the recipient intends to use it for his or her own research purposes. The MTA defines the rights of the provider and the recipient with respect to the materials and any derivatives. Biological materials, such as blood, cell lines, plasmids, urine, serum and DNA, are the most frequently transferred materials, but MTAs may also be used for other types of materials, such as data transfer. As a general rule, SickleInAfrica requires MTAs for any incoming or outgoing materials in order to monitor what materials are coming to the Unit, and what materials (and to whom) SickleInAfrica biorepository is supplying.

Incoming Material Transfer Agreement

An incoming MTA protects a researcher's ability to use and publish research, any existing and potential intellectual property and define the use of any accompanying confidential information. The review of an incoming MTA ensures the agreement terms don't conflict with rights granted in other agreements associated with the research.

Outgoing Material Transfer Agreement

MTAs for outgoing material typically prevent the material provider from losing control over the material and its research use. If no agreement exists, then the recipient of the material has no legal restrictions on the use of the material, or on transferring the material.

Guidelines for use of SickleInAfrica biorepository MTA

1. The SickleInAfrica biorepository MTA is a template and serves as a guideline.
2. It is to be used when human biological materials and/or data are transferred from SickleInAfrica biorepositories to other institutions within the country or outside the country for the purpose of health research.
3. The MTA is to be used for the transfer of human biological materials and data, from and to the SickleInAfrica biorepository.
4. All footnotes must be removed from the MTA on signing the Agreement.

Appendix 1

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (the "Agreement") is made and entered into as of the ____ day of , 2014 (the "Effective Date"), by and between the University..... ("RECIPIENT") and ___having an address at ___(the "PROVIDER"),.

In response to the RECIPIENT's request for the transfer of ___ ("Materials"), PROVIDER is willing to provide such Materials, subject to the following terms and conditions:

1. Upon request for a specific quantity of Materials by RECIPIENT, such Materials shall be provided by PROVIDER to RECIPIENT, subject to availability of such Materials. The availability of such Materials shall be determined solely by PROVIDER.
2. The Materials, and all unmodified derivatives or progeny of the Materials, remain the property of the PROVIDER. The Materials shall be used under RECIPIENT'S immediate and direct control only for the research project set forth herein: __, or as shown on Exhibit A, (insert research plan here or attached as Exhibit A) within the above identified RECIPIENT. The Materials, and any unmodified derivatives or progeny of the Materials, shall not be used: (a) in any product, (b) for the purpose of producing any product, or (c) for providing any service in which a product or service is sold or otherwise made commercially available. No other right or license, patent or otherwise, is granted to RECIPIENT for the use of the Materials as a result of PROVIDER'S transmission of them to RECIPIENT.
3. The Materials shall not be sold, distributed or otherwise made available to any other party for any purpose.
4. The Materials shall be used with prudence and appropriate caution in any experimental work since not all of their characteristics are known. THEY ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. PROVIDER MAKES NO WARRANTY OR CLAIM THAT THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, RECIPIENT agrees to release the PROVIDER, its trustees, appointees, employees and agents from any liability in connection with use of the Materials by RECIPIENT. Except to the extent prohibited by law, RECIPIENT agrees to defend and indemnify the PROVIDER, its trustees,



appointees, employees and agents from any and all claims and damages in any way arising from the acquisition, use, storage or disposal of the Materials by RECIPIENT.

5. The Materials will be used in compliance with all applicable statutes and regulations, including GeneMap guidelines on the use of animals or recombinant DNA. The Materials may not be used for *in vivo* testing in human subjects. If the Materials are derived from human donors, they shall not be transferred with any individual donor identifying information.
6. This Agreement shall terminate one (1) year from the Effective Date of this Agreement, unless terminated or extended through prior written agreement signed by authorized representatives of the parties. Either party may terminate this Agreement prior to the expiration of the designated term by giving sixty (60) days written notice to the other. The obligations of RECIPIENT hereunder shall survive termination. Upon termination, the Materials shall be either returned to PROVIDER or destroyed.
7. Upon the execution of this Agreement, RECIPIENT shall be authorized to receive Materials from PROVIDER. Requests for specific quantities shall be processed by PROVIDER as Materials are available.

RECIPIENT- UNIVERSITY OF CAPE TOWN

By

Name: Prof Ambroise Wonkam

Title: Professor

PROVIDER'S AUTHORIZED OFFICIAL

By

Authorized Individual for the Provider

Date

Printed Name:

Title: