



# WAYAMBA UNIVERSITY OF SRI LANKA

## Material Transfer Agreement for the Transfer of Organisms (MTA-TO)

This is in response to

.....(RECIPIENT'S) request for the .....

.....(Material -specifically, the name of the gene or allele mutation that makes the organism(s) unique) found within the [organism strain, species], and any unmodified derivative and unmodified progeny, as well as any biological materials (including, without limitation: zygotes, embryos, cells, tissues, fluids, etc.) which contain or incorporate the MATERIAL and are derived directly from the original organism or its unmodified progeny, to be used for the purpose

of:.....  
The PROVIDER requires that the RECIPIENT agree to and the RECIPIENT SCIENTIST acknowledge the following terms before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others who are not under the RECIPIENT SCIENTIST's direct supervision without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Material Transfer Agreement for the Transfer of Organisms to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to 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 MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from RECIPIENT's use, storage or disposal of the 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.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. If the RECIPIENT anticipates that it will generate cross-bred or genetically-modified organisms incorporating the PROVIDER's modified allele(s), RECIPIENT may transfer such cross-bred or genetically-modified organism(s) to non-profit institutions under the terms of a material transfer agreement that notifies the not-for-profit institution of the existence of PROVIDER's rights to the modified allele(s) and restricts the use of the transferred organism(s) by the not-for-profit recipient to teaching or not-for-profit research purposes only. This Agreement does not transfer any of PROVIDER's patent, invention, or other intellectual property rights in the organism(s) to RECIPIENT. Additionally, to the extent that any other party has any patent, invention or other intellectual property rights in the organism(s), these rights are not transferred to RECIPIENT by PROVIDER.
9. The following addenda may be attached (check all that apply):  
 OncoMouse Addendum,  Animal Transfer Addendum, *or*  Animal Transfer Agreement (not required for transfers within WUSL),  Other

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE:

Provider Scientist:

Provider Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE: Recipient Scientist:

Recipient Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official

Date

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement, and I understand that I must abide by them to receive and use the MATERIAL.

Recipient Scientist

Date

The terms of this Addendum are directed to the use and transfer of the tangible animal(s).

For transfers of any live animals from WUSL to outside laboratories, a fully WUSL Animal Transfer Agreement should be completed by the parties prior to the actual shipment of the requested animal. The Animal Transfer Agreement has been adopted for use by the WUSL for use in transferring animals for research purposes.

The PROVIDER agrees to transfer the animal(s) containing the Material described in this Agreement to the RECIPIENT.

RECIPIENT agrees to use the animal(s) solely in connection with biomedical or behavioral research.

Relevant documents concerning the medical history, health status, and research uses of the animal(s), including prior surgical procedures and any infectious disease (human or zoonotic) to which the animal(s) may have been exposed, will be provided in a separate document.

For domestic recipients, RECIPIENT agrees that it will comply with the Animal Welfare Act and its implementing regulations, as applicable. RECIPIENT agrees that it will adhere to all applicable national standards for humane care and use of the animal(s) and assures the PROVIDER that it has appropriate animal care and use policies in place. The “Public Health Service Policy on Humane Care and Use of Laboratory Animals” and “Guide for the Care and Use of Laboratory Animals” are examples of acceptable standards for humane care and use of research animals.

RECIPIENT agrees that it will adhere to appropriate biosafety practices and use the animals in a safe and responsible manner. RECIPIENT agrees that it will comply with applicable import/export regulations.

In accepting the animal(s), RECIPIENT accepts full ownership, custody, and control of the animal(s), except that to the extent the Government has any patent, invention or any other intellectual property rights in the animal(s), the Government retains these rights.

PROVIDER is transferring the animal(s) as a service to the research community. The animal(s) is transferred to the RECIPIENT with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Unless prohibited by law from doing so, RECIPIENT agrees to hold the Sri Lankan Government harmless and to indemnify the Government from all liabilities, demands, damages, expenses and losses arising out of the RECIPIENT’s care, use or treatment of the animal(s).

RECIPIENT agrees not to claim, infer, or imply Governmental endorsement of the RECIPIENT, the research project, the institution or personnel conducting the research, or any resulting product(s).