MATERIAL TRANSFER AGREEEMENT

(FORM A)

BETWEEN

PROVIDER

Organisation:
Address:
Country:

PROVIDER SCIENTIST

Name:
Title:
Address:

RECIPIENT

GENOME EDITING FACILITY
Molecular Endocrinology Laboratory
National Institute of Molecular Biology and Biotechnology
University of the Philippines, Diliman
Quezon City 1101

RECIPIENT SCIENTIST

PIA D. BAGAMASBAD, Ph.D.
Associate Professor
National Institute of Molecular Biology and Biotechnology
University of the Philippines, Diliman
Quezon City 1101

_____

ORIGINAL MATERIAL
Description of material being transferred

SHIPPING ADDRESS

GENOME EDITING FACILITY
National Institute of Molecular Biology and Biotechnology
University of the Philippines, Diliman
Quezon City 1101

MTA #
TECH ID XX-XX [FOR GEF SERVICES]

THIS MATERIAL TRANSFER AGREEMENT ("**Agreement"**), is by and between

The Genome Editing Facility of the Molecular Endocrinology Laboratory of the National Institute of Molecular Biology and Biotechnology, with a principal address at College of Science, University of the Philippines, Diliman 1101, Quezon City (**"Recipient"**);

AND

[CUSTOMER], having its registered address at **[CUSTOMER'S ADDRESS]** (**"Provider"**);

Individually referred to as **"Party"** and collectively referred to as the **"Parties".**

WHEREAS
The Provider acting through [CUSTOMER SCIENTIST'S NAME] **("Provider Scientist")** has agreed to make available certain materials outlined in Appendix I **("Materials")** to Dr Pia D. Bagamasbad of the National Institute of Molecular Biology and Biotechnology (**"Recipient Scientist")** for the purposes of the agreed service to perform the desired genome perturbation on the Materials.

NOW, THEREFORE
The Parties agree as follows;

I. DEFINITIONS

Original material
The materials needed to follow upon the service terms agreed by the Parties. This includes the unmodified cell line material that will have its genome edited per the service terms agreed by the parties and all documents and information that the Provider may provide to the Recipient under or in connection with this Agreement. Authentication documents for cell line identity and absence of mycoplasma contamination are required prior to the transfer of the material.

Modified material
The resulting progeny created after applying the agreed lentiviral-mediated genome perturbation on the original material.

Materials
The original material supplied by the Provider and the corresponding modified material from the service done by the Recipient.

Agreement
Material Transfer Agreement (MTA).

II. TERMS AND CONDITIONS

Ownership
The Provider retains ownership of the *original material* and the *modified material*, including any material contained or incorporated in the *modified material*. No rights of any nature in, to, or over any of the Materials shall be deemed to be conferred on the Recipient by this Agreement.

The Recipient retains ownership of the substances used to create the *modified material*. This includes the lentiviral particles used to edit the genome of the *original material*.

Non-commercial use
The Recipient and the Recipient Scientist agree that the *original material* is to be used solely for the generation of the *modified material* as outlined in the agreed upon service terms. In this agreement, non-commercial research purpose and academic research purpose mean that the materials cannot be used for *commercial purposes*, and the Recipient may not exploit commercially the results, inventions, discoveries or know-how which incorporates the *materials* for its own benefit nor for a third party, without the consent of the Provider.

Distribution to third parties
The *materials* should be considered property of the Provider. The Recipient therefore agrees to retain control over this material, and further agrees not to transfer the material to third parties or to personnel of the Recipient not working under the supervision of the Recipient Scientist. The Recipient agrees to refer to the Provider any request for the Materials from anyone other than those persons working under the Recipient Scientist's direct supervision. The Provider reserves the right to distribute the Materials to others and to use it for its own purposes.

The Recipient shall have the right, without restrictions, to distribute or use the substances used to create the *modified material* which includes the lentiviral particles used for transduction.

Confidentiality
The Recipient agrees to treat the Materials as it would treat its own confidential and proprietary information and at least no less than a reasonable degree of care, and to take all reasonable precautions to prevent unauthorized disclosure to any third party of the Material which it receives hereunder. The Recipient must not divulge or describe confidential materials unless specifically authorized in writing by the Provider.

Publications
This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Materials.

Material Use Liability
The Material is provided as a consequence of the service agreement between the Parties. No indemnification for any damages is intended or provided under this agreement. Each party should accept liability for their own actions. The Recipient assumes all liability for claims for damages which may arise from the use of the Materials, given that the Provider has delivered all of the required documents pertaining to the safety and authenticity of the *original material.*

Regulation
The Recipient shall use the Materials in accordance with good laboratory practice, and the highest standards of skill and care, and the Recipient shall comply with all applicable laws and regulations governing the handling, storage, use or disposal of the Materials.

Recipient Responsibility
The Recipient undertakes to use the Material in full compliance with any national and international applicable law, including any disposition and guidelines regarding health and scientific research. In particular, the Material having intrinsic health risk shall be handled in full respect of the specific law and in compliance with all the necessary precautions. The Recipient shall only use the *original material* strictly for the generation of the *modified material*.

The Parties have caused this Agreement to be executed the day and year herein first appearing by their duly authorized representatives.

Provider Information and Authorized signature

Provider Organization	:	
Provider Scientist	:	
Address	:	**Velasquez St., University of the Philippines, Diliman 1101**
Name of Authorized Official	:	**Name of Authorized Official**
Title of Authorized Official	:	**Title of Authorized Official**

Certification of Authorized Official: This Agreement has / / has not / / [check one] been modified. If modified, the modifications are attached.

_____ _____

Signature of Authorized Official ***Date***

Recipient Information and Authorized signature

Recipient Organization	:	**Genome Editing Facility,** **Molecular Endocrinology Laboratory** **National Institute of Molecular Biology & Biotechnology**
Provider Scientist	:	**Dr Pia D Bagamasbad**
Address	:	**Regidor St., University of the Philippines, Diliman 1101**
Name of Authorized Official	:	**Name of Authorized Official**
Title of Authorized Official	:	**Title of Authorized Official**

Certification of Authorized Official: On behalf of the Recipient, I have read and understood the conditions outlined in this Agreement and agree to abide by them in the receipt and use of the Materials.

_____ _____

Signature of Authorized Official ***Date***