

MATERIAL TRANSFER AGREEMENT (MTA)

RAWALPINDI MEDICAL UNIVERSITY (RMU)

This **Material Transfer Agreement (“Agreement”)** is made and entered into on this ____ day of _____, 20____ (“Commencement Date”), by and between:

1. PROVIDER INSTITUTION:

Rawalpindi Medical University (RMU), located at Tipu Road, Rawalpindi, Pakistan (hereinafter referred to as the “Provider Institution”)

2. RECIPIENT INSTITUTION & RECIPIENT:

Recipient Name: _____

Recipient Institution: _____

Full Address: _____

(hereinafter referred to as the “Recipient Institution”).

PREAMBLE

This Agreement sets forth the terms and conditions under which the Provider Institution will make available to the Recipient Institution certain biological, chemical, or research materials listed in Appendix 1 (hereinafter referred to as the “Material”). The Recipient Institution shall hold and use the Material solely for the purpose of the research project titled _____ (the “Project”) within the research group led by _____ (the “Recipient Scientist”), for the duration/term of _____.

The Recipient Institution hereby agrees to comply with, and procure that the Recipient Scientist and all personnel handling the Material comply with the following terms and conditions:

1. PURPOSE

The purpose of this Agreement is to define the terms and conditions governing the transfer and use of tangible research materials, listed in Appendix 1, including any associated data or information (collectively referred to as the “Material”), provided by RMU to the Recipient Institution for research and educational purposes only, and not for commercial or clinical use.

2. COLLECTION, STORAGE, AND TRANSPORT OF MATERIAL

2.1 Transport & Logistics: The Recipient Institution shall employ suitable professional methods with appropriate skill and care to safely transport the Material in accordance with all Applicable Laws. The Recipient Institution shall bear all costs of carriage. Rawalpindi Medical University provides the Material free of charge, subject to reimbursement by the Recipient Institution for extraction and preparation costs as specified in Appendix 2.

2.2 Risk of Loss: Risk in and legal responsibility for the Material shall pass to the Recipient Institution once loaded onto transport organized by the Recipient Institution. Upon request by RMU, the Recipient Institution shall promptly provide written confirmation of safe receipt following delivery to its laboratory.

2.3 Hazardous Nature & Biological Risks: Any Material delivered pursuant to this Agreement is experimental in nature and may possess hazardous properties or carry infectious agents posing risks to human health and the environment. The Recipient Institution acknowledges these risks and assumes full responsibility for safe and appropriate handling, transport, storage, use, and disposal. RMU makes no warranties, express or implied—including, without limitation, warranties of quality, fitness for a particular purpose, or freedom from biological infection.

2.4 Liability for Damage: The Recipient Institution assumes all liability for damages arising from its receipt, storage, handling, use, or disposal of the Material. RMU shall not be liable to the Recipient Institution or any third party for any loss, claim, or demand arising from the Recipient Institution's use, storage, or disposal of the Material, except to the extent required by applicable law.

3. PERMITTED USE AND RESTRICTIONS

3.1 Scope of Use: The Material (including any progeny, derivatives, or associated Data) shall be used exclusively by the Recipient Institution solely to execute the Project. The Recipient Institution shall not, directly or indirectly, transfer, distribute, or release the Material or Data to any third party or organization. No commercial use is permitted without a separate written licensing agreement executed by RMU.

3.2 Standard of Care & Ethics: The Recipient Institution shall handle the Material in accordance with Good Laboratory Practice standards, with due skill, care, dignity, and respect. The Recipient Institution warrants that it will use the Material only for research that has received Ethical Committee / IRB approval, as detailed in Appendix 1, and in compliance with all Applicable Laws and safety regulations.

3.3 Material Changes: Any material change to the proposed research or use of the Material requires prior written consent from RMU.

3.4 Donor Privacy: The Recipient Institution agrees to store the Material in compliance with privacy laws and shall not attempt to identify, contact biological donors, or otherwise breach donor confidentiality or privacy rights.

4. CONFIDENTIALITY

Any accompanying proprietary information or data shared alongside the Material shall be treated as confidential. The Recipient Institution shall not disclose such information to any third party without RMU's prior written approval, except as required by applicable law or regulatory authority.

5. COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Both Parties shall strictly adhere to national and institutional biosafety, bioethics, and data protection regulations, including but not limited to:

- a. National Bioethics Committee (NBC) guidelines;
- b. Institutional Review Board (IRB) / Ethical Review Committee (ERC) approvals;
- c. International ethical standards for human subjects and biological material handling.

6. PUBLICATIONS AND ACKNOWLEDGMENTS

6.1 Citation: The Recipient Institution shall explicitly acknowledge RMU as the source of the Material in all publications, presentations, academic papers, or reports resulting from the Project.

6.2 Advance Notice: RMU shall be notified in advance of any intended public disclosure, publication, or dissemination of research findings.

6.3 Co-Authorship: Co-authorship shall be granted to RMU scientists who have made substantial intellectual contributions to the research design or output.

7. REPORTING AND RETURN OF MATERIAL

Upon completion of the research project or termination of this Agreement:

7.1 Final Report: The Recipient Institution shall provide RMU with a comprehensive summary report of research outcomes and findings.

7.2 Return or Destruction: Any unused Material shall be promptly returned to RMU or destroyed in accordance with RMU's written instructions and documented confirmation.

8. LIABILITY AND INDEMNIFICATION

8.1 "As-Is" Provision: The Material is provided "AS-IS" without any warranty of any kind, express or implied.

8.2 Limitation of Liability: RMU shall not be liable for any direct, indirect, special, or consequential damages, losses, or injuries resulting from the handling, storage, or use of the Material by the Recipient Institution.

8.3 Indemnification: The Recipient Institution agrees to indemnify, defend, and hold harmless RMU, its officers, employees, and agents against any claims, damages, liabilities, costs, or legal fees arising from the Recipient's receipt, use, storage, or disposal of the Material.

9. TERM AND TERMINATION

9.1 Effective Term: This Agreement shall commence on the Commencement Date and continue in full force for the duration of the Project Term, unless terminated earlier in accordance with Clause 9.3.

9.2 Extension: The Term may be extended by written agreement between the Parties. Requests for extension must be submitted by the Recipient Institution at least three (3) months prior to the expiration date.

9.3 Right to Terminate: RMU reserves the right to terminate this Agreement immediately upon written notice if ethical approval is withdrawn, if donor consent is rescinded, or if the Recipient Institution breaches any provision of this Agreement.

9.4 Post-Termination Obligations: Upon termination, the Recipient Institution shall immediately cease all use of the Material and, at RMU's sole discretion and expense of the Recipient, return or safely destroy all remaining Material and provide written certification of compliance within fourteen (14) days.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. Any dispute, controversy, or claim arising out of or relating to this Agreement shall first be settled amicably through mutual consultation. If unresolved, the matter shall be referred to arbitration under the Arbitration Act, 1940.

11. ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior communications, understandings, negotiations, or representations, whether oral or written.

SIGNATURES

In witness whereof, the authorized representatives of the Parties have executed this Material Transfer Agreement as of the date written above.

For & On Behalf of Provider Institution (Rawalpindi Medical University)	For & On Behalf of Recipient Institution	Recipient Scientist
Signature: _____	Signature: _____	Signature: _____
Name: _____	Name: _____	Name: _____
Designation: _____	Designation: _____	Designation: _____
Date: _____	Date: _____	Date: _____

APPENDIX 1: Study Description and Details of Materials

(To be completed by the Recipient Institution's Scientist)

1. STUDY DESCRIPTION & OBJECTIVES:

2. DETAILS OF MATERIALS REQUESTED (Type of material, quantity/volume, sample IDs):

3. COURIER DETAILS & FREIGHT ACCOUNT CODE:

4. LOCATION OF LABORATORY WHERE MATERIALS ARE TO BE HELD/USED:

5. ETHICS APPROVAL (IRB/ERC Protocol Number & Approval Date):

APPENDIX 2: Delivery, Costs, and Storage Instructions

(To be completed by the Provider Institution)

1. QUANTITY & PHENOTYPIC DATA PROVIDED:

2. COST OF SAMPLE EXTRACTION & PREPARATION REIMBURSEMENT:

Payment by the Recipient Institution shall be settled within thirty (30) days of the date of the Provider Institution's invoice.

3. REQUIRED STORAGE & HANDLING CONDITIONS:

4. DISPOSITION OF SURPLUS MATERIAL UPON COMPLETION OF STUDY:

- ☐ Return all unused Material to Provider Institution upon study completion.
- ☐ Safely destroy remaining Material and provide written certificate of destruction to Provider Institution.