

**DATE:**   /   /

**MATERIALS TRANSFER AGREEMENT GOVERNING THE TRANSFER OF  
SAMPLES AND BIOLOGICAL MATERIALS**

The purpose of this letter is to provide a record of the biological material transfer from the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Nigerian National Code for Health Research Ethics and/or the Institutional Review Board (IRB) of RECIPIENT, and to certify that the RECIPIENT (identified below) organization has accepted and signed a finalized copy of this agreement. The RECIPIENT organization's Authorized Official will also sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward a copy of this agreement to the National Health Research Ethics Committee of Nigeria after which approval for proposed research will be given by the Institutional Health Research Ethics Committee (HREC). The PROVIDER SCIENTIST will send the biological materials to the RECIPIENT SCIENTIST as outlined in the research protocol approved by the HREC or IRB. This Implementing Letter is effective after the institutional HREC issues approval for the research. The parties executing this Implementing Letter certify that their respective organizations are conversant with and are respectively bound by and accept the authority of each country's regulations ie., the Nigerian National Code for Health Research Ethics (NCHRE) and the University of (*insert name of collaborating institution*) , and further agree to be bound by its terms, for the transfer specified above. Please fill in all of the blank lines below:

1. TITLE OF RESEARCH:

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2. UI/UCH IRC ASSIGNED PROTOCOL NUMBER: \_\_\_\_\_

3. ORIGINAL MATERIAL (Enter description):

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4. PROVIDER (Organization providing the ORIGINAL MATERIAL)

a. Name of Organization:

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b. Street Address:

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c. City/State: \_\_\_\_\_

d. Phone/Fax: \_\_\_\_\_

e. E-mail: \_\_\_\_\_

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f. Signature of Head of Provider Institution/Date:

5. PROVIDER SCIENTIST

a. Name and Title: \_\_\_\_\_

b. Street \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. City/State: \_\_\_\_\_

d. Phone/Fax: \_\_\_\_\_

e. E-mail: \_\_\_\_\_

f. Signature/Date: \_\_\_\_\_

6. RECIPIENT SCIENTIST

a. Name and Title: \_\_\_\_\_

b. StreetAddress:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. City/State: \_\_\_\_\_

d. Country: \_\_\_\_\_

e. Phone/Fax: \_\_\_\_\_

f. E-mail: \_\_\_\_\_

g. Signature/Date: \_\_\_\_\_

7. RECIPIENT ORGANIZATION CERTIFICATION (Organization receiving the ORIGINAL MATERIAL)

I hereby certify that the RECIPIENT organization has accepted and signed the Materials Transfer Agreement (this may be the RECIPIENT SCIENTIST if he/she is authorized by the RECIPIENT organization)

a. Name of Organization: \_\_\_\_\_

b. Street Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. City/State: \_\_\_\_\_

d. Country: \_\_\_\_\_

e. Phone/Fax: \_\_\_\_\_

f. E-mail: \_\_\_\_\_

g. Signature of authorized official/Date: \_\_\_\_\_

h. Name and Title: \_\_\_\_\_

8. In response to the terms of the research protocol titled \_\_\_\_\_

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\_\_\_\_\_, the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following:

a. The above BIOLOGICAL MATERIAL is being made available to the RECIPIENT for the sole purpose of research outlined in the protocol named in this letter only.

b. The BIOLOGICAL MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the BIOLOGICAL MATERIAL available, under a separate MATERIALS TRANSFER AGREEMENT, to other scientists who wish to replicate the RECIPIENT SCIENTIST's research.

c. Any BIOLOGICAL 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 BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the BIOLOGICAL 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 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.

d. The RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance with all applicable statutes and regulations, particularly those relating to research involving the use of human and animal subjects or recombinant DNA.

e. The BIOLOGICAL MATERIAL is provided at no cost other than as specified in the research protocol.

f. The BIOLOGICAL MATERIALS are to be stored at

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and used at the laboratories of the RECIPIENT SCIENTIST and collaborators under the RECIPIENT SCIENTIST's direct or delegated supervision as specified in the research protocol approved by the Institutional HREC or IRB.

g. Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

h. 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. 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), subject to any pre-existing rights held by others.

i. The **RECIPIENT AND PROVIDER** as joint owners are free to file patent application(s) claiming inventions made by the **RECIPIENT AND PROVIDER** through the use of the **MATERIAL**. Additionally, each party is also free to file patent applications separately for inventions made individually by a party through the use of the **MATERIAL**.

j. The **RECIPIENT** agrees to use the **MATERIAL** in compliance with all applicable statutes and regulations, for example, those relating to research involving the use of animals or recombinant DNA.

k. This Agreement will terminate on completion of the **RECIPIENT's** current research with the **MATERIAL**, after which full ownership reverts to the **PROVIDER** and the **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**.

The **RECIPIENT** and the **RECIPIENT SCIENTIST** should sign both copies of this letter and return one signed copy to the **PROVIDER SCIENTIST**. The **PROVIDER** will then forward the **BIOLOGICAL MATERIAL**.

## **Appendix**

### **Section of National Code for Health Research relating to MTA Appendix**

#### **Section of National Code for Health Research relating to MTA**

##### **(n) Materials Transfer Agreement**

Transfer of samples and biological materials such as animals, herbs and plants out of Nigeria shall require a Materials Transfer Agreement (MTA) detailing the type of materials, anticipated use, location of storage outside Nigeria, duration of such storage, limitations on use, transfer and termination of use of such materials subject to any law, regulations and enactment in Nigeria.

The purpose of MTA is to protect the interests of local researchers and Nigeria's human and natural resources in all its biodiversity as well as how they can be legitimately used. It ensures that the interests of all relevant parties, human and community participants in research and the Nigerian nation are protected from exploitation and egregious harm.

(a) The MTA shall be signed by all parties involved in the research including local and international principal investigators, heads of local institutions, research sponsors and other relevant parties.

(b) HREC shall review the MTA to ensure consistency with the stated objectives of the research, the contents of the informed consent documents and the principles enumerated above. The HREC shall grant provisional approval pending the submission of MTA to NHREC and receipt of acknowledgement from the NHREC.

(c) The applicant for research review shall file a copy of the MTA and provisional approval by the institutional HREC with the NHREC for record purposes only.

(d) NHREC shall acknowledge receipt of the MTA to the applicant who shall inform the institutional HREC.

(e) Institutional HREC shall grant final approval to research involving international transfer of Nigerian samples after all other criteria stated in this code for approval of research has been met and upon receipt of acknowledgement of MTA.

(f) The MTA does not vitiate the right of research participants or communities to request that their samples be withdrawn from research according to the terms of the informed consent process.

(g) Where there is any change in the MTA, a request for amendment of protocol shall be submitted to HREC and HREC shall consider this in the usual manner used for amendment of protocol.

(h) Where there is verifiable proof that the applicant has sent a copy of the MTA to the NHREC and has not received an acknowledgement in 2 weeks, the applicant shall file evidence of this with the institutional HREC who shall proceed to issue the final approval for the research.