This Material Transfer Agreement is made between Bumrungrad Hospital PCL, the owner and operator of Bumrungrad International Hospital (hereinafter referred to as “Provider”) located at No. 33, Soi 3 (Nana Nua), Sukhumvit Road, Khlong Toei Nua, Vadhana, Bangkok and the ……………………………………… (hereinafter referred to as “Recipient”) located at …………………………………………………………for the transfer of research materials and / or information relating to them, including data generated under this Agreement (“Materials”) for research purposes as described in the approved PROTOCOL.

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| Protocol Title: |  | |
| Protocol No.: |  | BI-IRB Project Registration No. |
| Sponsored by: |  |

Provider and Recipient may each be referred to as “Party” or collectively as “Parties”.

Provider’s Investigator: …………………………………………………..

Recipient’s Investigator: ……………………………………………………

In response to the Recipient’s request for the Materials, the Recipient agrees to the following terms and conditions before the Recipient receives the Materials.

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| **1.** | **Supply and Use of the Materials**  Materials is defined as research materials and / or information relating to them, including data generated under this Agreement.  1.1 The Recipient agrees that the Materials will be used for the following research purposes only: ……………………………………………….. Any use of the Materials outside the scope of the scheduled purpose is not permitted without the prior written consent of the Provider.  1.2 The Materials have been procured ethically in full compliance with regulatory requirement and the IRB approved protocol.  1.3 The Provider provides the Materials to Recipient free of charge. The Materials shall not be sold, offered for sale, used for commercial purposes, or be furnished to any other party other than the Recipient’s affiliate and/or the Recipient referral laboratories and/or its designated laboratory , as agreed and accepted in writing by the Provider, unless prior written consent is obtained from the Provider.  For the avoidance of doubt, "affiliate" shall mean any person that, either directly or indirectly, through one  or more intermediaries, controls, is controlled by, or is under common control by a Party to this Agreement.  For the purposes of this Agreement, "control" shall mean the power to, directly or indirectly, appoint a majority of the directors, or to otherwise direct or cause the direction of the management or policies of such person, whether through share ownership, by contract or otherwise;  1.4 The Recipient agrees to use the Materials in compliance with all applicable laws, statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines, for example,  those relating to research involving the use of human.  1.5 The Recipient confirms that the Materials will be kept on the premises of the Recipient at the address specified in the Application or in the Agreement and not transferred (in whole or part) to any other location without  the prior written approval of the Provider.  1.6 The Recipient confirms that it has obtained all necessary import licenses/approvals under the applicable laws for receiving the Materials in its country for purposes of this Agreement.  1.7 If the Materials were obtained through human subject research, the Provider acknowledges that they were obtained under an IRB approved human use protocol that satisfies all scientific and human use review concerns.  Likewise, if the Materials are to be used for human subject research, the Recipient assures the Provider that the Recipient will use the Materials under an IRB approved human use protocol that addresses all scientific and human use concerns.  1.8 The Materials and all data generated using the Materials shall be processed, used and stored in accordance with the applicable laws and regulations, including the principle of medical secret and laws and applicable regulations relating to patient privacy.  1.9 The Parties shall maintain in confidence all information relating to these Materials and shall not disclose information to anyone in any manner without specific written permission, in advance of the other Party,  unless required by law. In any event, the Parties agree to promptly communicate the other Party any third party request for information. |
| **2.** | **Intellectual Property**  The purpose of this Agreement is the provision of the Materials; no further collaboration is contemplated.  Any intellectual property rights to the Materials in existence prior to this Agreement, or potential rights,  such as issued patents, patent applications or invention disclosures are retained by the Provider. |
| **3.** | **Publications and Acknowledgements**  In all oral or written publications concerning the research done or to be done by the Recipient with the provided Materials, the Provider’s contribution is to be expressly noted, by either acknowledgement or co-authorship,  as appropriate. For the purpose of restricting any disclosure of the Provider’s confidential information,  the Recipient will send proposed publications to the Provider for review. The Provider will return comments  or suggested revisions to the proposed publications to the Recipient within thirty calendar days of their receipt  by the Provider.  The Recipient shall provide a copy of any report of its Results that derive from use of the Resource to the Provider in any format (e.g. paper journal, on-line report, meeting abstract). An electronic copy of publications will be provided to the Provider within one month of the document being published or finalized. |
| **4.** | **Warranties and Liability**  The Materials are provided as a service to the research community. They are provided without warrant of merchantability of fitness for a particular purpose or any other warranty, express or implied. No indemnification  for any damages is intended or provided under this Agreement. Each party shall be responsible for any damages  if incur as a result of its activities under this Agreement.  Recipient shall accept full responsibility for the safety of the Research Project and assure that the Research Project will be performed in accordance with all applicable laws, rules and regulations. Where applicable,  each party agrees to abide by all laws, rules and regulations governing biological select agents and toxins. |
| **5.** | **Applicable law and jurisdiction**  This Agreement will be governed by and construed in accordance with the laws of Thailand; Parties agree that  the Thai courts will have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of, or in connection with, this Agreement. |
| **6.** | **Termination and Return or Destruction of Materials**  The Provider may terminate this Agreement unilaterally at any time by giving the Recipient written notice.  The Recipient shall immediately cease performance of its obligations and return to the Provider the Materials  (or disposed of them in accordance with Applicable Law): ), unless otherwise stipulated herein, and deliver to  the Provider all Confidential Information and all other items owned by the Provider (if any):  6.1 on termination of this Agreement for any reason; or  6.2 in the event that the Recipient is in the breach of any of terms and conditions contained herein or  6.3 on completion of the Recipient’s current research with the Materials; or  6.4 in respect of any donor if the donor withdraws consent to the use of Materials pertaining to them as advised  by the Provider.  If termination should occur under 6.3 or by either Party, the Recipient will discontinue its use of the Materials and will upon direction of the Provider, return of destroy the modification or remain bound by the terms of this Agreement as they apply to modifications; and  In the event that the Provider terminates this Agreement not because of breach of the Agreement or for cause such as an imminent health risk or patent infringement, the Provider will defer the effective date of termination  for a period of up to one year, upon request from the Recipient, to permit completion of research in progress.  Upon the effective date of termination, or if requested, the Recipient will discontinue its use of the Materials and will, upon direction of the Provider, return or destroy any remaining Materials including all its copies, sample and replication and the Recipient shall certify such destruction to the Provider.  Clauses 1.9 and 2 shall survive the termination of this Agreement. |

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| This Agreement is effective as of the last date of signature of all authorized officials of the Parties and shall be effective for …… years. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. |

**Accepted by**

Provider (Bumrungrad Hospital Public Company Limited)

………………………………………………………………….. ……………………………………

(Signature) (Date)

…………..…………………………………,Managing Director

Typed Name) (Title)

………………………………………………………………….. ……………………………………

(Signature) (Date)

…………..…………………………………,Authorized Director

Typed Name) (Title)

Recipient

…………………………………………………………………..

(Organization Title)

………………………………………………………………….. ……………………………………..

(Signature) (Date)

………………………………………………………………….

(Typed Name) (Title)

………………………………………………………………….. ……………………………………..

(Signature) (Date)

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(Typed Name) (Title)