

NMIMR-IRB MATERIALS TRANSFER AGREEMENT TEMPLATE

The *(Name of Institution)* agrees to provide *(Name of Institution)* with certain materials and know-how solely for the purposes stated herein and subject to the following conditions:

1. The parties to this Agreement are *(Name of Institution and address)* hereinafter “RECIPIENT”, and *(Name of Institution and address)* hereinafter “PROVIVER”. The research (as hereinafter defined) will be conducted by *(Name of researchers)* hereinafter “SCIENTISTS” in collaboration with *(Name of Institution and address)* represented by *(Name of researcher)* as the Local Investigator.
2. The Material that is covered by this Agreement includes: *(Name of material)* obtained from study participants in *(Name of study area)* will be received by SCIENTISTS and shipped by *(Name of Institution)* hereinafter “Material”. The material is considered a joint proprietary of *(Name of Provider Institution)* and RECIPIENT. *(Name of Institution)* and RECIPIENT together will agree on terms related to the use of the Material by themselves or to others.
3. The Material shall be used by SCIENTISTS in research to conduct studies on ‘*(Study Title)*’ hereinafter “RESEARCH”. A copy of the study to be conducted is attached hereto as “Appendix A.”
4. The RECIPIENT has requested this material for a collaborative research project with *(Name of Provider Institution)*
5. RECIPIENT will cover the costs of shipping the Material.
6. Neither SCIENTISTS nor RECIPIENT shall distribute, release, or in any way disclose the Material to any person or entity other than the laboratory personnel under SCIENTISTS’ direct supervision, as referenced in the Initial Protocol Submission Form (Appendix A), and SCIENTISTS and RECIPIENT shall ensure that no one will be allowed to take or send Material to any other location without documented consultation with *(Name of Provider Institution)*. RECIPIENT agrees that the Material will only be used for the purposes of research approved by the Institutional Review Board at Noguchi Memorial Institute for Medical Research at the University of Ghana and will not be used for any other purpose.
7. RECIPIENT shall hold joint rights with *(Name of Provider Institution)* in the Material. Decisions related to the using, transferring or destroying all or parts of the Material should be made jointly by RECIPIENT and NFS-UG and documented.
8. RECIPIENT will inform *(Name of Provider Institution)*, in confidence, of results of Research related to the Material by personal written communication or by providing *(Name of Provider Institution)* with a draft manuscript describing such results. If RECIPIENT and/or SCIENTISTS desire to publish such research results in a scientific publication, RECIPIENT will provide *(Name of Provider Institution)* with a copy of any manuscript or abstract disclosing such Research results prior to submission thereof to a publisher or to any third party, and in any case, not less than forty-five (45) days prior to any public disclosure, for the purpose of protecting the Material and any proprietary and intellectual property of *(Name of Provider Institution)* that might be disclosed by such publication. If the publication comes about, RECIPIENT agrees to acknowledge *(Name of Provider Institution)* scientists, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. *(Name of Provider Institution)* agrees that it will acknowledge SCIENTISTS’,

Agreed to and acknowledged by

Names, recipient scientists

Signature

Signature

Date