**Material Transfer Agreement**

This agreement is intended to protect the rights over a biological specimen, biomaterial, specimen, synthetic chemical, extract, or other objects for research purposes, scientific inspection and analysis (herein referred to as “Research Material”) of Khon Kaen University (herein referred to as the “Provider” (one party) who agrees to transfer the specimen to ................................................................................. (herein referred to as the “Recipient” (another party).

Name of the Recipient of the Research Material:

1. ......................................................................................................................................................

Address: .......................................................................................................................................................

Name of Provider of the Research Material:

1. ......................................................................................................................................................

Address:..................................................................................................................................

The Research Material is: ..................................................................................................

The Provider and Recipient agree as follows:

1. The Research Material remains the property of the Provider of the Research Material only and will be used for research work only. The Recipient of the Research Material has no rights of the Research Material other than what is stated in this agreement.

The ownership of the Research Material which occurs as a result of alteration, changes and revenue from commercial use of the Research Material, both directly and indirectly, will be subject to justifiable agreement, depending also on the promotion for creativity for such alteration and on the law and regulations enforced on the researcher.

2. The Recipient agrees to use the Research Material for the research approved herewith and will not use it for commercial purposes not related to science or military or transfer the Research Material to a third party except in case the Recipient is authorized by the Provider to do so.

3. The Recipient shall not use the Research Material or confidential information related to the Research Material for research involving consultancy, permission for an external party of the rights, or transfer of, passing on, or disclose the information to an individual without written approval from the Provider.

4. For publication of the research results in any kind of documents or media, the Recipient agrees to submit a copy of the published document to the Provider. Every one of these documents must contain the research results obtained from the use and changes of the Research Material, both directly and indirectly.

The Recipient shall include a statement of acknowledgements to honor the Provider as the institute possessing the Research Material in the publication of the research results.

5. Since the Research Material is a material obtained from an experiment, and owing to its condition as such, it cannot be guaranteed or given any confirmation, whether explicitly or implicitly. There is no guaratee of the Research Material for sale or for any particular purpose or for research that violates the patent, rights, trademark, or any propriety rights. In no circumstances whatsoever the Provider shall not be liable for damage that may occur through use of the Research Material. In case of dispute over the rights of the Research Material, the Recipient agrees to take liability over the costs of damage that occurs from the Recipient or the Recipient’s employee or an agent from storing or selling the Research Material. The Recipient agrees to take liability over the damage occurring from a third party’s claim or prosecution, except the damage or loss occurs as a direct consequence of carelessness or infringement of the Provider.

6. This agreement terminates:

a) when the research that uses the Research Material is completed, or

b) on the 30th day after the date of the collection letter from another party, or

c) on the following predetermined dates:

1) If the agreement terminates as per Items 6 (a) and 6 (b), the Recipient shall stop using the Research Material and will follow the Provider’s instruction or return or destroy all of the modified material or the remaining material, and

2) In the case of the Provider terminating the agreement as per Item 6 (b), but not the case of breaching or risks of danger and health of patients when the Recipient makes a request to the Provider, the case of which the agreement will be extended one year for completion of the research.

When this agreement terminates or when there is a request from the Recipient, the Research Material shall no longer be used and the Recipient agrees to follow the Provider’s instruction or return or destroy all of the modified material or the remaining material. The copied of the Research Material or simulated model of the Research Material shall also be returned or destroyed. In this case, certification must be provided to the Provider that the material has already been destroyed.

Signed on behalf of

|  |  |
| --- | --- |
| **The Provider Scientist** | **The Recipient Scientist** |
| Signature............................................................... | Signature ……………………………………. |
| (........................................................................) | (.......................................................................) |
| Department/Organization..................................... | Department/Organization..................................................... |
| Faculty.................................................................. | Faculty............................................................... |
| Khon Kaen Univesity | Name of Institute.............................................. |
|  |  |
|  |  |
| **The Provider Institution** | **The Recipient Institution** |
| Signature............................................................... | Signature ……………………………………. |
| (.........................................................................) | (.......................................................................) |
| Vice President for Research and Academic Services  Or the assigned officer | Authorized Officer |
| Khon Kaen University | Name of Institute.............................................. |
| Date: | Date: |