

**MARDI MICROBIAL CULTURE COLLECTION
(MMCC)
MATERIAL TRANSFER AGREEMENT
(For Deposition)**

DEPOSITOR

Depositor Scientist: _____

Depositor Organization: _____

Address: _____

_____ (hereinafter referred to as the 'DEPOSITOR') and MARDI Microbial Culture Collection (hereinafter referred to as 'MMCC') agree as follows with regard to the deposit of the material(s) by the DEPOSITOR with the MMCC.

1. The MMCC, a non-profit public organization financed by the MARDI/MOA, is engaged in collection, maintenance, storage, propagation, quality control and distribution of the microbial culture, in order to contribute to the Malaysia and international scientific community in the field of the life sciences.

This Material Transfer Agreement (hereinafter referred to as the 'Agreement') sets forth the terms and conditions agreed by the DEPOSITOR and the MMCC on the deposit of the following biological material by the DEPOSITOR with the MMCC:

Name of the Material(s): _____

_____ (hereinafter referred to as the 'MICROBIAL RESOURCE'). (Please fill in Attachment 1 if number of material is more than one).

2. The DEPOSITOR agrees pay a fee to deposit the MICROBIAL RESOURCE with the MMCC. The MMCC may maintain and store the MICROBIAL RESOURCE and are NOT ALLOWED to distribute it to other researchers (except with DEPOSITOR agreement). Nothing in this AGREEMENT shall be interpreted that this AGREEMENT grants to the MMCC the right to transfer or assign any patents or other intellectual property rights with respect to the MICROBIAL RESOURCE, without a prior consent of the DEPOSITOR.

3. The DEPOSITOR shall, upon the deposit hereunder, notify and provide with the MMCC the accurate information (including patent information, if any) about the origin, quality and characteristics of the MICROBIAL RESOURCE. The MMCC may update the information when necessary and may make it available to the public through the MMCC Catalog or website or other media.

4. The DEPOSITOR represents that the DEPOSITOR has all power and authorization to enter into this AGREEMENT and to perform its obligation hereunder, without violating any statutory or contractual obligations or restrictions.

5. The origin of the MICROBIAL RESOURCE is as follows:

(Check an appropriate box)

☐ The DEPOSITOR developed the MICROBIAL RESOURCE.

☐ The DEPOSITOR obtained the MICROBIAL RESOURCE developed by others with consent to deposit it with the MMCC.

☐ The DEPOSITOR purchased the MICROBIAL RESOURCE with no restriction for transfer and deposit.

☐ Others

(Please describe) _____

6. The MMCC may only distribute the MICROBIAL RESOURCE to recipients in pursuant to the following terms and conditions set forth by the DEPOSITOR:

Check an appropriate box(es) of required terms and conditions).

☐ No specific terms and conditions.

(The DEPOSITOR waives its own rights under any patents, intellectual property, or other proprietary rights with respect to the results to be obtained by use of the MICROBIAL RESOURCE).

☐ The following terms and conditions will be requested by the DEPOSITOR:

The MMCC shall specify these terms and conditions in the MMCC Catalog and Website.

☐ In publishing the research results obtained by use of the MICROBIAL RESOURCE, a citation of the following literature(s) designated by the DEPOSITOR is requested. In case an unpublished paper is designated, the DEPOSITOR shall provide with the MMCC the information when the paper is published. The specific terms and conditions that request a citation of the following literature(s) are set forth only after receiving the information from the DEPOSITOR.

(Please describe) _____

☐ In publishing the research results to be obtained by use of the MICROBIAL RESOURCE, an acknowledgement to the DEPOSITOR is requested.

☐ The following specific terms and conditions are requested by the DEPOSITOR.

(Please describe)

[Example of specific terms and conditions: A recipient shall acquire a prior written consent from the DEPOSITOR using the Approval form, a recipient shall acquire a prior written consent from the DEPOSITOR prior to filling an application for a patent, or intellectual property or other rights based on the results of research using the MICROBIAL RESOURCE]

☐ No distribution allowed

7. The MMCC shall not be held liable by the DEPOSITOR for any damage or loss to the MICROBIAL RESOURCE due to any events caused during maintenance or storage of the MICROBIAL RESOURCE.

8. Both parties shall discuss to enable amicable resolution of accidents during shipment of the MICROBIAL RESOURCE.

9. The MMCC Committee or other committees of the MMCC that include outside experts will periodically review the activities of the MMCC. Upon the recommendation by these committees, the MMCC may discontinue the maintenance and storage of the MICROBIAL RESOURCE or otherwise dispose of it after notifying its intention to the DEPOSITOR.

10. The MICROBIAL RESOURCE shall be shipped, deposited and otherwise treated in accordance with all applicable laws, regulations and guidelines. The DEPOSITOR and the MMCC shall, if necessary, take all steps and procedures to comply with legal requirements for handling of the MICROBIAL RESOURCE.

11. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation and performance hereof, as well as the matters which are not expressly set forth in this AGREEMENT.

The DEPOSITOR and the MMCC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

For DEPOSITOR

Organization: _____

Address: _____

Name of Authorized Representative: _____

Job Title: _____

Signature: _____ Date: _____

Name of depositor: _____

Job Title: _____

Signature: _____ Date: _____

For MMCC

Name: _____

Job Title: _____

Signature: _____ Date: _____

