

MATERIAL TRANSFER AGREEMENT

Agreement No. 2010/.....

1. The parties to this agreement are:
 - a) Microbiological Resources Centre, Thailand Institute of Scientific and Technological Research, 35 Mu 3, Technopolis, Khlong 5, Khlong Luang, Pathum Thani 12120, Thailand. (hereinafter referred to as **TISTR**) and;
 - b)
(hereinafter referred to as the **RECIPIENT**)
2. The **MATERIAL** covered by this agreement includes:
 - a) All biological **MATERIAL**, living or dead, originated from within the Kingdom of Thailand as listed :
 - b) Any cells or DNA molecules replicated or derived therefrom.

In response to the **RECIPIENT**'s request for the **MATERIAL**, the **RECIPIENT** agrees to the following terms and conditions before the **RECIPIENT** receives the **MATERIAL**.

1. The **MATERIAL** can be distributed to co-workers under the **RECIPIENT**'s direct supervision. Release of the **MATERIAL** to colleagues in institutions other than the **RECIPIENT**'s workplace can be granted after written permission is obtained from **TISTR**. Release of the **MATERIAL** shall be made following the signing of an appropriate copy of this agreement between the third party and **TISTR**.
2. The **RECIPIENT** acknowledges that the **MATERIAL** is or may be the subject of a patent application. Except provided in this agreement, no express or implied licenses or other rights are provided to the **RECIPIENT** under any patents, patent applications, trade secrets or other proprietary rights of **TISTR**, including any altered forms of the **MATERIAL** made by **TISTR**. In particular, no express or implied licenses or other rights are provided to use the **MATERIAL** for commercial purposes.
3. If the **RECIPIENT** desires to use the **MATERIAL** for commercial purposes, **TISTR** AGREES, IN ADVANCE OF SUCH USE, TO NEGOTIATE IN GOOD FAITH WITH RECIPIENT TO ESTABLISH THE TERMS OF A COMMERCIAL LICENSE.
4. The **RECIPIENT** is free to file patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **MATERIAL** but agrees to notify **TISTR** upon filing a patent application claiming modification(s) or method(s) of manufacture or use(s) of the **MATERIAL**. The **RECIPIENT** agrees to acknowledge **TISTR** as the source of the **MATERIAL** and data in any and all publications and patent applications based on or relating to the **MATERIAL**, replica, or derivatives thereof and any research thereon.
5. The **RECIPIENT** will use the **MATERIAL** in compliance with all his/her national and international laws and regulations. The **MATERIAL** is experimental in nature and it is provided by **TISTR** without warranty of any sort, expressed or implied. **TISTR** makes no representation that the use of the **MATERIAL** will not infringe any patent or other proprietary right. The **RECIPIENT** will indemnify **TISTR** and its employees and hold **TISTR** and its employees from any claims or liabilities which may arise as a result of the use of the **MATERIAL** by the **RECIPIENT**.
6. This Agreement shall be governed by the laws of the Kingdom of Thailand.

For and on behalf of **RECIPIENT**

Name

Position

Address

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Date