**MATERIAL TRANSFER AGREEMENT (MTA)**

This is an agreement made in order to protect certain MATERIAL of University Business Linkage Cell, University of Sri Jayewardenepura, Sri Lanka (PROVIDER) which Prof. xxxxxxxxxxxxxxxx to supply to XXXXXXXX, xxxxxxxxxxxx (RECIPIENT) in response to the PROVIDER’S request as identified below,

**RECIPIENT:**

**XXXXXXXXXXXXXXXXXr**

**Address:** DXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXxxxxxxxxxxxxxxxxxxxxx

**PROVIDER SCIENTISTS:**

Prof. xxxxxxxxxxxxxxxxxxxxx

**Address:**, University of Sri Jayewardenepura,

Gangodawila, Nugegoda, Sri Lanka

**THE MATERIAL(s)** is (are) identified as “xxxxxxxxxxxxxx” and will only be used for the purposes mentioned in the Ethics application form and the detailed proposal and will not be used to investigate any other illness or infection. Also that after use, any remaining specimens will be kept for three years prior to being destroyed according to universal policies.

In response to RECIPIENT’s request for the MATERIAL the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. The MATERIAL will be used for trail purposes only.
3. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists.
4. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.
5. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
6. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here and The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE:**

Provider Scientist: Prof. xxxxxxxxxxxxxxx

Provider Organization: University of Sri Jayewardenepura

Address: University Business Linkage Cell, Ground Floor, Vice Chancellor’s Lodge, University of Sri Jayewardenepura, Gangodawila, Nugegoda, Sri Lanka

Name of Authorized Official:

Title of Authorized Official:

Certification of Authorized Official: This Simple Letter Agreement has / has not [check one] been modified. If modified, the modifications are attached.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official Date

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE:**

Recipient Scientist:

Recipient Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official Date

**Certification of Recipient Scientist:**

I have read and understood the conditions outlined in this Agreement, and I understand that I must abide by them to receive and use the MATERIAL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Scientist Date