

MATERIAL TRANSFER AGREEMENT

1. The parties to this agreement are:
 - a) National Center for Genetic Engineering and Biotechnology, National Science and Technology Development Agency, 113 Paholyothin Rd., Klong 1, Klong Luang, Pathumthani 12120, Thailand. (hereinafter referred to as **PROVIDER**) and
 - b) Recipient (hereinafter referred to as **RECIPIENT**).

Name of recipient: _____
Title: _____
Institution: _____
Mailing Address: _____

Tel: _____
Fax: _____
Email: _____

2. The **MATERIAL** covered by this agreement.....

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 in the same institute 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 **PROVIDER**. Release of **the MATERIAL** shall be made following the signing of an appropriate copy of this agreement between the third party and **PROVIDER**.
2. The **MATERIAL** is provided to the **RECIPIENT** free of charge.
3. 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 **PROVIDER**, including any altered forms of the **MATERIAL** made by **PROVIDER**. In particular, no express or implied licenses or other rights are provided to use the **MATERIAL** for commercial purposes.
4. The **RECIPIENT** has no right to file patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **MATERIAL**. The **RECIPIENT** agrees to acknowledge **PROVIDER** as the source of the **MATERIAL** and data in any and all publications and in any and all forms of intellectual properties 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 **PROVIDER** without warranty of any sort, expressed or implied. The **RECIPIENT** will indemnify **PROVIDER** and its employees and hold **PROVIDER** 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 effective, unless extended by written agreement of the parties or terminated as provided herein for five (5) years from the date of full acceptance of this Agreement.

For and on behalf of **RECIPIENT**

Date _____