

CO7800



## **MATERIALS TRANSFER AGREEMENT**

Between

**The University of KwaZulu-Natal**

(Hereafter referred to as **UKZN**)

And

**(Instituto Nacional de Saúde, Mozambique)** (Hereafter referred to as the "**COLLABORATING INSTITUTION**")

On behalf of itself and its employee, **Nalia Ismael**

(Hereafter referred to as the "**COLLABORATING SCIENTIST**")

shall govern all transfers of **SAMPLES** between **UKZN** and the **COLLABORATING INSTITUTION AND SCIENTIST**.

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### **DEFINITIONS:**

**SAMPLES:** SARS-CoV2 Genomes

**COLLABORATING INSTITUTION:** Instituto Nacional de Saúde, Mozambique

**COLLABORATING SCIENTIST:** **Nalia Ismael** the investigator who will be providing the **SAMPLES**.

**RESEARCH PURPOSE:** The objectives and scope of research as approved by **UKZN** and the **COLLABORATING INSTITUTION/SCIENTIST**

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### **TERMS AND CONDITIONS OF THIS AGREEMENT:**

1. This Agreement, entered into on the last date of signature on this Agreement, is between the University of KwaZulu-Natal, having its principal place of business at Office of the Registrar, University Road, Chiltern Hills, Westville, 3629, South Africa and Instituto Nacional de Saúde, Mozambique, with its principle address at: EN1, Bairro da Vila – Parcela n° 3943 Distrito de Marracuene Província de Maputo – Mozambique.
2. The transfer of any **SAMPLES** to **UKZN** is subject to (a) relevant authorisation for the use of the **SAMPLES** from donor research participants, as recorded in their respective informed consent forms, and (b) Institutional Review Board and / or Ethics Committee approvals, and / or (c) other necessary approvals, such as, where foreign export is involved, local export permit, foreign import permit (where applicable), and Civil Aviation Certification clearance.

3. The **COLLABORATING INSTITUTION/SCIENTIST'S** sharing of its **SAMPLES** with **UKZN** is conditional upon approval of the scientific rationale underpinning the **RESEARCH PURPOSE** by the **COLLABORATING INSTITUTION/SCIENTIST**.
4. **UKZN** agrees that the **SAMPLES** are to be used solely for the **SEQUENCING OF SARS-CoV2-GENOMES**. Any changes, expansion or elaborations of the **PURPOSE** must be agreed by both parties in writing and attached to this MTA.
5. Transfer of all **SAMPLES** between **UKZN** and the **COLLABORATING INSTITUTION/SCIENTIST** shall be documented in terms of the relevant **UKZN** Standard Operating Procedure (currently this is TSHP 003: Shipping of Specimens SOP). **UKZN** will, under no circumstances, be liable for any damage to or hazard emanating from the **SAMPLES** anytime after these have been received by the **UKZN** laboratory for processing.
6. In taking possession of the **SAMPLES**, **UKZN** undertakes to keep any personal identifiers linked to the said **SAMPLES**, strictly confidential, subject only to relevant disclosure obligations.
7. Ownership of all **COLLABORATING INSTITUTION/SCIENTIST SAMPLES** shared with **UKZN** shall vest with **THE COLLABORATING INSTITUTION/SCIENTIST**. **UKZN** is required to return all unused **SAMPLES** to the **COLLABORATING INSTITUTION/SCIENTIST** repository unless otherwise agreed to in writing by **BOTH PARTIES**.
8. The sharing of the **SAMPLES** with a party not subject to this agreement by **UKZN** is prohibited unless there is prior written approval by the **COLLABORATING INSTITUTION/SCIENTIST**. In the event of such approval, it is the duty **UKZN** to ensure that the party taking possession of the **SAMPLES** from **UKZN** has completed an MTA with the **COLLABORATING INSTITUTION**.
9. Ownership of any data generated / derived from the **COLLABORATING INSTITUTION'S SAMPLES** by **UKZN** shall vest jointly and equally with **UKZN** and the **COLLABORATING INSTITUTION/SCIENTIST** unless otherwise agreed to by both parties in writing.
10. **UKZN** undertakes to contribute with the **COLLABORATING INSTITUTION/SCIENTIST** to the analysis and/or interpretation of the data generated / derived from the **COLLABORATING INSTITUTION/SCIENTIST'S SAMPLES** for the purposes of presenting them at scientific meetings and publishing the findings in scientific journals. Authorship of such presentations and publications shall follow standard international guidelines. **UKZN** employees listed as authors are subject to the **UKZN** publication policy.
11. Any written or oral dissemination of data derived from the **SAMPLES** supplied by the **COLLABORATING INSTITUTION/SCIENTIST** to **UKZN** under this MTA shall be accompanied by: (a) an acknowledgement that the **COLLABORATING INSTITUTION/SCIENTIST** supplied the **SAMPLES**; and (b) an acknowledgement of the funding source(s) that made the collection of the **SAMPLES** by the **COLLABORATING INSTITUTION/SCIENTIST** possible. The **COLLABORATING INSTITUTION/SCIENTIST** undertakes to provide **UKZN** with the relevant funding source information.
12. Any manuscripts or publications prepared by the recipient, related to the material should share the authorship of which must contain authors from Provider and Recipient institution, and should be shared prior to submission for publication. The Provider agrees that Recipient institution and / or recipient principal investigator provide proper recognition of the source material in all publications.
13. **UKZN** as the **recipient** expressly agrees that the use of the material must be in compliance with all applicable procedures, rules, regulations and laws.
14. This MTA will remain in effect unless the **PARTIES** expressly relinquishes in writing any of its rights outlined in this document according to the terms in accordance of number 16.
15. The Parties shall attempt to resolve all disputes arising out of or relating to this Agreement by direct negotiation between themselves, within a reasonable time of such dispute arising. Should the Parties be unsuccessful in settling such dispute amicably, either Party may, by written notice to the other Party,

within sixty (60) days of the end of the unsuccessful dispute resolution, refer the matter to arbitration, to be conducted in Durban under the auspices of the Arbitration Foundation of South Africa, which shall also appoint the arbitrator. The arbitration shall commence within thirty (30) days of the appointment of the arbitrator and shall be conducted in accordance with procedures settled by the arbitrator. The decision of the arbitrator shall be final and binding, and may at the request of any of the parties involved in the dispute be made an Order of Court, in a Court of competent jurisdiction, and all of the parties involved in the dispute hereby agree to submit themselves to the jurisdiction of such Court. The costs of such arbitration shall be borne equally by the parties involved in the dispute.

16. This Agreement will terminate on the earliest of the following dates: (a) 1 August 2021 or (b) on thirty (30) days written notice by either party to the other.

Agreed by the parties through their authorized signatories:

DATED at Durban on this 9 day of September 2020



Print Name

For UKZN (Signed)

DATED at Narravene on this 4 day of September 2020



Dr Sonia Enosse

Print Name

For COLLABORATING INSTITUTION (Signed)

DATED at NARRAVENE on this 8 day of September 2020



Nalia Ismael

Print Name

COLLABORATING SCIENTIST (Signed)