

Agreement number/ID:

Bioscience Research Material Transfer Agreement (BRMTA)

This **Bioscience Research Material Transfer Agreement (BRMTA)** (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date by and between:

P: Provider(s) name and address

R: Recipient(s) name and address

AND

FOR

Material name/title with description/identification code

Effective date

FROM

TO

1. Purpose of the Agreement: The Provider agrees to transfer biological material, including but not limited to organism cultures (hereinafter referred to as "Material"), to the Recipient solely for research purposes as outlined in this Agreement. The Recipient agrees to comply with the terms and conditions set forth herein to ensure the responsible use and confidentiality of the Material.

2. Terms of Use: **2.1** The Material shall be used exclusively for non-commercial research purposes by the Recipient as per the agreed research scope. **2.2** The Material shall not be shared, distributed, or transferred to any third party without prior written consent from the Provider. **2.3** The Recipient shall not use the Material for commercial purposes, including patent filing, product development, or licensing, without a separate agreement with the Provider.

3. Restrictions on Genetic Sequencing and Data Sharing: **3.1** The Recipient shall not submit, deposit, or publish the genome sequence of the Material in any public or private repository under their name or any other entity. **3.2** If genome sequencing is performed, the data shall remain confidential and shall not be shared or published without prior written approval from the Provider. **3.3** Any requests for genomic data sharing must be directed to the Provider, who holds the authority to approve or deny such requests.

4. Acknowledgment and Citation: **4.1** The Recipient shall give proper acknowledgment and citation to the Provider in any publications, presentations, or reports that result from the use of the Material. **4.2** The Provider's contribution must be explicitly stated in any research output.

5. Confidentiality and Disclosure: **5.1** The Recipient shall treat all information related to the Material and its use as confidential and shall not disclose it to any party other than those explicitly mentioned in this Agreement. **5.2** The Recipient agrees to disclose all research findings resulting from the use of the Material to the Provider.

6. Intellectual Property Rights: **6.1** The transfer of Material does not grant the Recipient any rights, title, or interest in any intellectual property associated with the Material. **6.2** Any intellectual property arising from research using the Material shall be jointly discussed between the Provider and the Recipient before any further action is taken.

7. Liability and Indemnification: **7.1** The Provider makes no warranties, express or implied, as to the properties, safety, or fitness of the Material for any particular purpose. **7.2** The Recipient assumes all liability for damages that may arise from the handling or use of the Material. **7.3** The Recipient agrees to indemnify and hold harmless the Provider from any claims, damages, or liabilities that may arise from the Recipient's use of the Material.

8. Termination: **8.1** This Agreement may be terminated by either party upon [Insert Notice Period] written notice to the other party. **8.2** Upon termination, the Recipient shall either return or destroy all remaining Material as per the Provider's instructions and provide a written confirmation of the same.

9. Governing Law and Dispute Resolution: Any disputes arising under this Agreement shall be resolved through mutual discussions. If unresolved, the dispute shall be settled through arbitration by the dispute settlement body specified below, if mentioned. If no such body is specified, the dispute shall be resolved through mutual discussions between both parties.

10. Miscellaneous: **10.1** This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings. **10.2** No modifications to this Agreement shall be valid unless in writing and signed by both parties. **10.3** This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

11. Additional Clause: [Strike out or write NIL if not necessary]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Signature of the Recipient(s) <i>(Numbered sequentially if multiple recipients, following the order specified in the agreement header)</i>	Signature of the Provider(s) <i>(Numbered sequentially if multiple providers, following the order specified in the agreement header)</i>
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Date of signing	
Dispute settlement body <i>(see clause 9)</i> [Strike out or write NIL if not necessary]	

End of the agreement-----