



**UNIVERSITY OF NAIROBI**

**MATERIAL TRANSFER AGREEMENT FORM**

*(To be executed in all cases whenever tangible research materials are transferred to individuals or institutions from the University of Nairobi)*

**PART A: TERMS AND CONDITIONS**

In response to RECIPIENT's request for the MATERIAL .....the University of Nairobi (herein referred to as the "PROVIDER") asks that the RECIPIENT and the RECIPIENT SCIENTIST/INSTITUTION agrees to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the University of Nairobi.
2. Where applicable, RECIPIENT agrees that it will not use the MATERIAL in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without written consent of the provider
3. The MATERIAL will only be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be used for any purpose inconsistent with this agreement and in connection with any activity that is subject to consulting or licensing obligations to any third party
5. Upon completion of the work for which this restricted license is granted, the MATERIAL, which has not been destroyed, will be disposed of as explicitly directed by the provider.
6. 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 or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
7. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
8. If the RECIPIENT intends to use such MATERIAL to determine if a commercializable system can be developed as a result of the RECIPIENT having received this MATERIAL whether patentable or not, RECIPIENT shall promptly notify the PROVIDER in writing of the substance of each such Intellectual Property and of the filing of any patent application thereon. The RECIPIENT agrees to negotiate in good faith prior to marketing of such discovery compensation to be paid by the RECIPIENT to the PROVIDER.
9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature. The PROVIDER makes no representations and extends no warranties of any kind, either expressed or implied. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

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.

**PART B: PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

Provider Scientist:.....

Provider Organization: .....

Address:.....

Name of Authorized Official:.....

Title of Authorized Official.....

.....

.....

Signature of Authorized Official

Date

**PART C: RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient Scientist:.....

Recipient Organization:.....

Address:.....

Name of Authorized Official:.....

Title of Authorized Official:.....

.....

.....

Signature of Authorized Official:

Date: