

MATERIAL TRANSFER AGREEMENT (MTA)

For the Transfer of Biological Materials

Date: _____

1. PARTIES

This Material Transfer Agreement ("MTA") is entered into between:

PROVIDER

Institution / Organization

Authorized Officer

Address

Telephone

Email

RECIPIENT

Institution / Organization

Principal Investigator

Address

Telephone

Email

2. PURPOSE OF THE TRANSFER

The Provider agrees to transfer the biological material described in this Agreement solely for the following approved purpose:

3. DESCRIPTION OF MATERIAL

Item

Description

Material Type

Scientific Name

Common Name

Quantity

Collection Site

Collection Date

Item

Description

Sample Identification Number _____

4. CONDITIONS OF TRANSFER

The Recipient agrees that the transferred material shall:

Be used only for the approved research or purpose described in this Agreement.

Not be used for commercial purposes unless specifically authorized through separate written agreements.

Not be transferred to any third party without the prior written consent of the Provider and the Competent National Authority.

Be handled in accordance with all applicable biosafety, biosecurity, environmental and ABS laws.

Be stored under appropriate conditions to preserve its integrity.

Be properly labelled and documented at all times.

5. OWNERSHIP

Ownership of the biological material remains with the Provider unless otherwise agreed in writing.

The transfer of the material does not constitute a transfer of ownership of any intellectual property rights.

6. INTELLECTUAL PROPERTY

Any inventions, discoveries, publications or intellectual property arising from the use of the transferred material shall be governed by the applicable Mutually Agreed Terms (MAT) and relevant laws.

7. BENEFIT SHARING

The Recipient agrees that any monetary and non-monetary benefits arising from the utilization of the transferred material shall be shared in accordance with the executed Mutually Agreed Terms (MAT).

8. TRANSPORT AND STORAGE

The Recipient shall:

Maintain complete records of all transferred materials.

Ensure secure transportation of the material.

Comply with all import, export and quarantine requirements.

Notify the Provider immediately in case of accidental loss, destruction or contamination.

9. THIRD PARTY TRANSFER

The Recipient shall not distribute, supply, loan, exchange or transfer any part of the biological material, its derivatives, extracts, cultures, DNA/RNA, digital sequence information or related data to another institution or person without prior written approval from the Provider and the Competent National Authority.

10. TERMINATION

This Agreement shall terminate:

Upon completion of the approved project;

Upon mutual written agreement;

Upon breach of any provision of this Agreement;

Upon withdrawal of the associated research permit.

Upon termination, the Recipient shall return or destroy the remaining material as directed by the Provider.

11. APPLICABLE LAW

This Agreement shall be governed by the laws relating to Access and Benefit Sharing in the Republic of Kenya and the provisions of the Convention on Biological Diversity (CBD) and the Nagoya Protocol where applicable.

12. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall first be resolved through mutual consultation.

Where consultation fails, the dispute shall be referred to mediation, arbitration or the courts of competent jurisdiction in accordance with the laws of Kenya.

PROVIDER

Authorized Officer

Signature

Date

RECIPIENT

Principal Investigator

Signature

Date

NATIONAL AUTHORITY (Where Applicable)

Authorized Officer

Designation

Signature

Date
