**Sample**

**Material Transfer Agreement**

**1. Formation**

This material transfer agreement is made between the Ethiopian Biodiversity Institute hereinafter referred to as the "Provider” of the one part and ----------------------- hereinafter referred to as the "Sponsor[[1]](#footnote-1)" and ---------------------- hereinafter referred to as the "Researcher".

**2. Purpose of Agreement**

Whereas the Researcher, ----------------------- [Name of Researcher] is undertaking a research that intends to ----------------------- [Objective] and wants to take ------------------ [Sample in g/KG/ml/ etc.] to ------------------------ [Institution/Laboratory] for ------------------ [Purpose];

Whereas the Researcher has confirmed that the research cannot be carried out here in Ethiopia due to lack of well-equipped laboratory, experts and chemicals:

Whereas the Provider convinced that the intended research is useful for ---------------------------- [Purpose], approved the exporting of the said -------------------- [Sample in g/KG/ml/ etc].

Now, therefore, it is agreed as follows:

**3. Descriptions and Quantity**

Under this material transfer agreement, the Researcher is allowed to export a total of ---------------- [Sample in g/KG/ml/ etc.].

**4. Utilization of Material**

1. The Researcher shall utilize the material for the said research program only.

2. The Researcher cannot use the material for commercial purpose nor can it obtain any intellectual property right on the material.

3. The Researcher retains the material for the period of the research in -------------- [Laboratory/Institution/Country] whereupon it shall return any remaining unused material to the Provider.

 **5. Other Obligations**

1. The Researcher shall not transfer the material to any third party whosoever without first notifying to and securing explicit written agreement of the Provider.

2. Any third party that obtains the material from the Researcher in the absence of permission from the Provider shall not have any right whatsoever over the material and its components.

3. The Researcher shall notify the Provider the progress of its research through periodic research report.

4. The Researcher shall at the end of the research present to the Provider the hard and electronic copy of the research results.

5. Any benefit that accrues from the use of this material shall be subject to the relevant existing and future national and international laws.

**6.     Enforcement of Responsibilities**

1. The Researcher acknowledges that any misuse or unauthorized transfer of the material shall result in legal consequences in accordance with relevant Laws of Ethiopia, including but not limited to termination of the agreement and potential liability for damages.

2. The Researcher agrees to indemnify and hold harmless the Provider from any claims, damages, or liabilities arising from the Researcher's use or misuse of the material.

3. The Researcher shall maintain strict confidentiality regarding the material and its components, taking all necessary measures to prevent unauthorized access or disclosure.

**7. Jurisdiction and Law**

This agreement shall be governed by and construed in accordance with the laws of Ethiopia. Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Ethiopia.

**Signature**

|  |  |
| --- | --- |
| **On behalf of the Sponsor[[2]](#footnote-2)** | **On behalf of the Researcher** |

Name: Name:

Signature Signature

Date Date

**On behalf of the Provider**

Name

Signature

Date

1. The **Sponsor** is your Host Institution or your Employer in Ethiopia. [↑](#footnote-ref-1)
2. The **Sponsor** is your Host Institution or your Employer in Ethiopia. [↑](#footnote-ref-2)