

## MATERIAL TRANSFER AGREEMENT

1. THIS AGREEMENT, entered into on the last date of signature on this Agreement, is between the University of KwaZulu-Natal (hereinafter referred to as the 'LENDER', having a principal office at Office of the Registrar, University Road, Chiltern Hills, Westville, 3630, South Africa and XXX (hereinafter referred to as "BORROWER", having a principal office at YYY.
2. In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws of the Republic of South Africa.
3. The "MATERIAL" COVERED BY THIS Agreement is defined as \*\*\*
4. The BORROWER desires to obtain samples of the MATERIAL and the LENDER is willing to provide the MATERIAL to the BORROWER solely for the permitted use and on the terms and conditions set forth in this Agreement.
5. The BORROWER will use the MATERIAL only for academic research purposes and will not use the MATERIAL for any commercial or production purposes. This Agreement and the resulting transfer of the MATERIAL constitute a restricted non-exclusive licence for the BORROWER to use the MATERIAL solely for not-for-profit purposes. 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 licencing obligations to any third party. 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 LENDER. The LENDER retains title to the MATERIAL, and the BORROWER shall not obtain ownership rights in the MATERIAL.
6. The MATERIAL may be used by other researchers of the BORROWER'S only under the terms and conditions as provided in this Agreement. The MATERIAL may not be distributed or transferred to any third party for any reason without the prior written consent of the LENDER. The MATERIAL will be used under suitable containment conditions and will not be used in any manner on human subjects.
7. The BORROWER may publish the results of the research with the MATERIAL in scientific journals. The BORROWER agrees to acknowledge the contribution of the LENDER as the provider of the MATERIAL. The BORROWER shall provide the LENDER with a manuscript of any proposed publication or presentation resulting from the research using the MATERIAL at least sixty (60) days prior to submission thereof for publication or presentation. The LENDER reserves the right to review any such manuscript, make editorial changes and to require the removal of confidential matter in order to protect its proprietary rights and interests in the MATERIAL. The LENDER shall notify the BORROWER in writing within thirty (30) days concerning the editorial changes, removal of confidential matter.

8. The Parties record that the MATERIAL is experimental in nature and as such may have hazardous properties of which the LENDER is unaware. The MATERIAL is provided as is without warranty of any sort, expressed or implied, including without limitation warranties of merchantability and fitness for a particular use. The LENDER further makes no warranty that the MATERIAL, of use thereof, does not infringe patent or other intellectual property rights of others.
9. The BORROWER will not seek to obtain protection of any intellectual property relating to the application or use of the MATERIAL. The LENDER retains the right to assert any claims to legal ownership of any intellectual property relating to the MATERIAL.
10. To the extent permitted by applicable law, the BORROWER hereby agrees to indemnify and to hold harmless the LENDER against any loss or damages or other costs, howsoever arising, that may be suffered by it resulting from, arising out of or in any way relating to the BORROWER'S possession and use of the material. Where applicable the BORROWER shall be responsible for defending any claims arising out of this indemnity, and shall be responsible for the legal expenses occasioned thereby.
11. The BORROWER shall be responsible for any and all import/export requirements and regulations for the reception of such MATERIAL.
12. This Agreement represents the entire agreement between the Parties in respect of the use of the MATERIAL by the BORROWER.
13. This Agreement shall not be interpreted so as to create an obligation on any of the Parties to enter into any future agreement with each other, or with any third party.
14. Save as may be specifically provided to the contrary, this Agreement may not be transferred or assigned to any third party by either the Parties, save with the express written consent of the other Party.
15. This Agreement will terminate on the earliest of the following dates: (a) on completion of the BORROWER'S current research with the MATERIAL which is \*\*\*\*\* (b) on thirty (30) days written notice by either party to the other, or (c) on \*\*\*\*\*.

16. IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

**University of KwaZulu-Natal**

**XXXX**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Professor Urmilla Bob

Name: \_\_\_\_\_

Title: University Dean of Research

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by the Borrower's Investigator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_