

RESEARCH ADVISORY COUNCIL

MATERIAL TRANSFER AGREEMENT (MTA)

_____ and
its investigators(s) Dr(s) _____ Department _____
(hereinafter collectively referred to as “Recipient”), in consideration of the receipt of biological/chemical
materials from Dr _____ of King Faisal Specialist Hospital & Research Centre, with a
principal place of business at P O Box 3354, Riyadh 11211, Kingdom of Saudi Arabia
(hereinafter “KFSH&RC”), hereby agree to the following terms and conditions:

1 The biological/chemical materials to be provided to Recipient are:

_____ (“The Materials”)

2 The Materials shall be used exclusively for non-commercial research by Recipient at his/her
research institution only, to study”:

The Materials shall be used solely by the named investigator and those under his or her direct
supervision. Materials will not be used in human subjects or in clinical trials involving human
subjects without the written permission of KFSH&RC.

3 All Biological Materials (blood, tissues, urine ...etc) to be provided to a Recipient outside
Saudi Arabia should be anonymized or coded. It is illegal for the Recipient to keep any related
personal information.

4 The Recipient agrees that the Saudi Arabian National Committee of Medical and Bio-Ethics has
the right to object to start or complete the research study if the Committee decided that the study
has no benefit or impose direct or indirect harm to the Saudi Society.

5 The Recipient agrees not to transfer the Material to anyone who does not work under his or her
direct supervision at Recipient’s institution without the prior written consent of KFSH&RC.
Recipient shall refer any request for the Materials to KFSH&RC. To the extent supplies are
available, KFSH&RC agrees to make the Materials available under a MTA to other scientists (at
least those at non-profit or governmental institutions) who wish to replicate Recipient’s research.
The Materials are the property of KFSH&RC.

6 (a) Except as expressly provided in this Agreement, no rights are provided to Recipient

under any patents, patent applications, trade secrets or other proprietary rights of KFSH&RC. In particular, no rights are provided to use the Materials or Modifications and any related patents of KFSH&RC for profit-making or commercial purposes, such as sale of the Material or Modifications, use in manufacturing provision of a service to a third party in exchange for consideration (not including sponsored research activities).

b) If Recipient desires to license or use the Material for such profit making or commercial purposes, Recipient agrees, in advance of such use, to negotiate in good faith with KFSH&RC to establish the terms of a commercial license. It is understood by Recipient that KFSH&RC shall have no obligation to grant such a license to Recipient, and may grant exclusive or non-exclusive commercial licenses to others.

7 This Agreement and the resulting transfer of Materials constitute a non-exclusive license to use the Materials solely for the basic research or other not-for-profit purposes described herein. Recipient shall not use Materials for any products or processes for profit-making or commercial purposes. The rights granted hereunder shall expire on the third anniversary of the date of execution by Recipient.

8 This Agreement is not assignable.

9 KFSH&RC has made, or may make, Materials available to others, both profit and non-profit making institutions.

10 Recipient agrees to provide KFSH&RC with a copy of any publications which contain experimental results obtained from the use of the Material. Recipient will acknowledge KFSH&RC as the source of the Materials in all publications containing any data or information about the Materials unless KFSH&RC indicates otherwise in advance of the publication.

11 Upon direction of KFSH&RC Recipient will arrange the return to KFSH&RC, or disposal of, all unused Materials, whenever investigation for which it has been supplied, discontinues or is terminated. In the event investigator(s) transfer to another institution, a new MTA is to be executed.

12 The Material hereunder provided is experimental in nature, and it is provided WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. KFSH&RC MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF THIRD PARTIES.

13 To the extent allowable under applicable laws, Recipient agrees to indemnify, defend and hold harmless KFSH&RC and its officers, staff, representatives and agents against all damages, expenses (including without limitation legal expenses), claims, demands, suits or other actions arising from Recipient's acceptance, use and disposal of the Materials and their progeny or derivatives.

14 This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia. The Courts of Saudi Arabia shall have jurisdiction in case of any dispute arising out of this agreement.

Accepted by:

Auth. Inst. Officer:
Title:

Investigator:
Title:

Signature: _____

Signature: _____

Date: _____

Date: _____

KFSH&RC Approval

Auth. Inst. Officer: Riad Elfakih
Title: Head, Clinical Research Dept

 KFSH&RC

Investigator:
Title:

Signature: _____

Signature: _____

Date: _____

Date: _____