REPÚBLICA DE MOÇAMBIQUE

MINISTÉRIO DA SAÚDE
INSTITUTO NACIONAL DE SAÚDE

Material Transfer Agreement (MTA)

MTA Reference Number: MTA/2021/INS/ 0XXX

This Material Transfer Agreement ("Agreement"), effective as of the date of the last authorized signature hereto ("Effective Date"),is by and between the **Instituto Nacional de Saúde of Mozambique INS ("Provider")** and the _____("Recipient").

1. **Material**: The Material is ("DESCRIBE THE MATERIAL")

   The Material was developed / collected by _____NAME OF THE PI_____ of National Institute of Health for NAME OF THE PROTOCOL and VERSION and is (are) property (s) of the National Institute of Health of Mozambique.

   Definition of "material" is any tissue, blood or any blood product, urine, stool, saliva, semen, hair, nail clippings, environment specimens such as water, soil, skin and microorganisms and other biological products associated.
   The research material described above and / or any offspring, replica, subset, derivative, modification, or confidential information of the same material, provided by the provider institution, should be also considered as material.

2. **Description of the research plan:** The non-profit Research in which Recipient will use the Material is **the ("DESCRIBE THE TYPE OF TESTS FOR WHICH MATERIAL WILL BE PROCESSED FOR"**:

3. **Transfer Restrictions and Terms:**
   3.1. Recipient's investigator NAME ("Recipient Investigator") may use the Material for the Research on Recipient's premises, and the Material should be used only under his/her direction.
   3.2. Recipient, through Recipient Investigator, shall not try to reverse engineer or modify the Material in any way or attempt to determine the structure or composition of the Material for any propose other than the Research.
   3.3. Recipient shall use the Material for commercial proposes.
   3.4. Recipient agrees not to transfer the Material to anyone outside of Recipient's institution without the prior written consent of INS.
   3.5. Recipient agrees to the foregoing limitations on its use of the Material. No other right or license in or to the Material is granted or implied as any result of the transfer of Material to Recipient. If the use of Material by the Recipient results in a discovery or invention that incorporates the Material, Recipient must disclose such discovery or invention to INS. Further, Recipient agrees not to sell, license or transfer property rights in or to any discovery or invention that incorporates the Material without the prior written consent of INS.
   3.6. The investigator must describe the frequency of sending the samples provided for the study.

4. **Confidential Information**: The Confidential Information of either INS or Recipient is any confidential or proprietary information that is disclosed by INS to Recipient or Recipient to INS for purposes of this Agreement and is labelled or otherwise indicated as confidential or proprietary at the time of disclosure.

   To the extent permitted by law, INS and Recipient agrees to keep the Confidential Information of the other private and to protect against the unauthorized use, disclosure, publication or dissemination of the other Confidential Information for a period of three (10) years from the Effective Date.

   The party receiving Confidential Information ("Receiving Party") from the other ("Disclosing Party") must protect such Confidential Information with the same degree of caution care that the Receiving Party applies to the protection of its own information of a similar nature, but in any event, no less than a reasonable degree of care The Recipient Party shall be under no obligation of confidentiality with respect to Information of the Disclosing Party that:
   (a) at the time of disclosure by the Disclosing Party is within the public domain or subsequently enters the public domain without any action or omission by the Receiving Party.
   (b) was known independently or developed by the Receiving Party prior the Disclosing Party's disclosure or is subsequently independently developed without any reliance on the Disclosing Party's Confidential Information:
   (c) is made available to the Receiving Party as a matter of legal right by a third party without violation of any obligation of confidentiality and without restriction on disclosure; or
   (d) is required to be disclosed by law, court order or regulations.

5. **Liability:** Except to the extent prohibited by applicable law, the Recipient assumes all liability for damages that may arise from its use, storage, or disposal of the Research Material. INS will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, that is due to or arises from the use of the Research Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of INS.

6. **Reports:** At least once a year, or until the termination date of the Agreement, the recipient must provide the INS a summary report of the research results obtained by use of the Material. Furthermore, within three (3) months after completion of the research, the recipient must provide the provider institution a final report describing the research results obtained by the use of the material or both may associate in a collaborative way to prepare the same report and to indicate the disposition of the Material.

7. **Representations and Guarantees:** INS make no representations and does not extend any warranty of any kind, either expressed or implied. There are no expressed or implied warranties of merchantability or fitness for a particular purpose to the Material, even if INS ensures that use of the Material does not break any patent, copyrights, or other intellectual property.

8. **Publications:** Recipient may, consistent with academic standards, publish or present the results of its Research with the Material. Any publication or other proposed disclosure shall be submitted to INS at least thirty (30) days prior to its submission to a journal or other disclosure. It is the intention of the INS and Recipient to share authorship on any publication of the results. INS will be acknowledged, consistent with academic standards, in all such publications or other public disclosures by co-authorship or acknowledgement, whichever is appropriate.

9. **Compliance:** Recipient expressly agrees that its use of the Material shall comply with all applicable procedures, rules, regulations, and laws.
10. **Assignment:** This Agreement may not be assigned or transferred by the Recipient without the prior written authorization of INS and of the National Research Council.

11. **Term:** The Term of this Agreement shall begin on the Effective Date and continue for two (2) years thereafter. On the two-year anniversary of the Effective Date, this Agreement shall automatically expire, unless the Term is extended by mutual written agreement of the parties.

12. **Termination:** Either INS or Recipient may terminate this Agreement by providing thirty (30) days prior written notice to the other. At INS' written request, any Material remaining in Recipient's possession following the termination or expiration hereof must either (a) be returned to INS to the address provided in paragraph 13 below or (b) be destroyed. INS's and Recipient's obligations hereunder shall cease upon termination or expiration of this Agreement, except that the provisions of paragraphs 3, 4, 5, 6, 7 and 8 shall survive, *provided however*, that no obligations hereunder shall survive beyond five (5) years from the termination or expiration hereof.

13. **Notices:** Any notices required hereunder shall be sent by registered post, email or through a reputable commercial courier (e.g., DHL, etc.) to the address of the relevant party listed below, and such notice shall be considered effective as of the date of delivery. Either party may, by written notice designate a substitute address:

From: Instituto Nacional de Saúde
EN1, Bairro da Vila – Parcela ñ 3943
Distrito de Marracuene
Maputo Província – Moçambique

For: _____
_____
_____
_____
_____

14. **Modification:** This is a full Agreement contains the entire understand of parties with respect to the subject matter hereof. No amendment, modification, waiver, or addition shall be valid unless made in writing and signed by authorized representatives of both parties.

15. **Copies facsimile:** Any facsimile transmission of this Agreement shall be signed by a representative legally bound and enforceable, duly authorized by each party. However, the parties should agree to make every effort to perform and swap two originals.

16. Electronic Signatures: Any signature hereto, including any electronic symbol or process affirmatively attached to or associated with this Agreement and adopted by Recipient to sign, authenticate or accept such contract or record acceptance of the Agreement, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be deemed to constitute an original, effective as of the Effective Date.

INS – *Authorized Representative*	Recipient – *Authorized Representative*
Name: _____	Name: _____
_____	_____
Director of Health and Wellness Research	Title:
Date:	Date:
INS Investigator – *I acknowledge that I have read and understood the terms of this Agreement.*	Recipient Investigator – *I acknowledge that I have read and understood the terms of this Agreement*
Name: _____	Name: _____