



Materials Transfer Agreement

1. APPLICANT (PROVIDER)	
1-1-Name of Organization	
1-2-Postal address	
1-3-Phone and Fax	
1-4-E-mail	
1-5-Head of Provider Institution	
1-6-Signature and Date	
2.APPLICANT(PROVIDER SCIENTIST)	
2-1- Name	
2-2-Phone and Fax	
2-3-E-mail	
2-4-Position	
2-5-Signature and Date	
3. APPLICANT (RECIPIENT)	
3-1-Country	
3-2-Name of Organization	
3-3-Postal address	
3-4-Phone and Fax	
3-5-E-mail	
3-6-Head of Recipient Institution	
3-7-Signature and Date	
4. APPLICANT(RECIPIENT SCIENTIST)	
4-1-Name	
4-2-Phone and Fax	
4-3-E-mail	
4-4-position	
4-5-Proficiency Expertise	
4-6-Signature and Date	

<p>5. Research Project The MATERIAL will be used by RECIPIENT scientist solely in connection with the following research project described with specificity as follows:</p>
<p>5-1-Title of Project:</p>
<p>5-2-Purpose of Project:</p>

6. Genetic Resource	
6-1-Taxonomy	<input type="checkbox"/> Animal
	<input type="checkbox"/> Plant
	<input type="checkbox"/> Microorganism
	Common name
	Family
	Genus
	species
	subspecies
	Variety
	Code
6-2-Conservation situation	<input type="checkbox"/> EW
	<input type="checkbox"/> CR
	<input type="checkbox"/> EN
	<input type="checkbox"/> VU
	<input type="checkbox"/> NT
	<input type="checkbox"/> LC
6-3-Type	<input type="checkbox"/> living
	<input type="checkbox"/> non living
	<input type="checkbox"/> Texture / Organs
	<input type="checkbox"/> DNA/RNA/plasmid
	<input type="checkbox"/> PCR product
	<input type="checkbox"/> DSI
	<input type="checkbox"/> Taxidermy
	<input type="checkbox"/> Indigenous Knowledge
<input type="checkbox"/> etc.	

6. Genetic Resource (continued)	
6-4-Source/Site of collection	O Natural habitat Country: Province: City: Locality: GPS:
	O Genebank/Biobank Name of Organization Postal address Phone and Fax
	O Market
	O etc.:
6-5-Distribution	O Endemic O non endemic
6-6-Quantity and shipping	Quantity:
	Packaging:
	Shipping method:
	Period of time for the use of the MATERIAL:

7. Remains of unused sample and any products from the MATERIAL	
7-1-Destiny of unused sample	
7-2-Destiny of any products resulting from the sample (PCR products, extracts etc.)	
7-3-Destiny of raw data (e.g. DNA libraries) resulting from the analysis of the sample	

8. Definitions:

- 8-1- **PROVIDER:** Organization providing the MATERIAL. The name and address of this party will be specified in this letter.
- 8-2- **PROVIDER SCIENTIST:** The name and address of this party will be specified in this letter.
- 8-3- **RECIPIENT:** Organization receiving the MATERIAL. The name and address of this party will be specified in this letter.
- 8-4- **RECIPIENT SCIENTIST:** The name and address of this party will be specified in this letter.
- 8-5- **MATERIAL:** The description of the genetic resource being transferred specified in this letter.
- 8-6- **DOE:** THE DEPARTMENT of ENVIRONMENT of IRAN
- 8-7- **CES PORTAL:**

9. Terms and Conditions of this Agreement

In response to the terms of the research protocol titled “.....”, the APPLICANT of transferring the MATERIAL for academic research purposes following receipt of the approval of the specified proposal from DOE and completing the relevant forms, is committed to complying with the following conditions:

- 9-1- The MATERIAL is to be used solely in the research study outlined in the protocol named in this letter and the APPLICANT is not allowed to distribute the MATERIAL to a third party. The MATERIAL can only be provided to a third party with the written permission of the DOE.
- 9-2- The MATERIAL will be stored only at the RECIPIENT and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision as specified in the research protocol approved by the DOE.
- 9-3- The MATERIAL will be used solely in the specified proposal approved by the DOE. Any commercial and economic use of The MATERIAL or its components or its related information is subject to the consent of the DOE.
- 9-4- The RECIPIENT acts in accordance with the rules and regulations of the DOE.
- 9-5- Upon termination of the research, the use of The MATERIAL will be terminated and all ownership of the MATERIAL will be returned to The PROVIDER.
- 9-6- This Agreement will terminate on completion of the Recipient's current research with the MATERIAL and the RECIPIENT will discontinue its use of MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL.
- 9-7- The PROVIDER is required to present a written report to the DOE detailing the use of the MATERIAL as well as returned MATERIAL, genetic information of the MATERIAL and findings of the research obtained through the use of the MATERIAL. In addition, upon publication of any results by the APPLICANT (scientific report/publication) derived from the MATERIAL, the APPLICANT is required to formally acknowledge the source of MATERIAL.
- 9-8- The APPLICANT is required to Submit any digital sequence information derived from MATERIAL in the CES Portal.

9-9- If the APPLICANT desires to acquire new intellectual property rights or other rights arising from the use of The MATERIAL, he/she must first agree with the DOE.

9-10- In case the specified research on MATERIAL result in the description or identification of a new taxon, the PROVIDER will be required to deliver the type specimen along with their detailed information to the specialized group of the DOE. On the other hand, the DOE undertakes to issue the national museum code (MMTT) for the type specimen following receiving the type specimen.

9-11- The DOE will not be liable to the RECIPIENT for any possible hazards arising from the MATERIAL and the RECIPIENT will be entitled to any objection or complaint against the accidents and damages resulting from the use of the MATERIAL.

9-12- The responsibility for determining the accuracy of genetic, taxonomic, identity and quality of requested genetic resources lies directly with the RECIPIENT.

9-13- In case of violation of the provisions of this Letter of commitment, the PROVIDER is obliged to immediately inform the DOE and discontinue its use of the MATERIAL and to negotiate the possibility of continuing the use of the MATERIAL. If no agreement is reached, the RECIPIENT will return or destroy the MATERIAL. In any case, the DOE retains the right to pursue legal action.

9-14- This Letter of commitment shall be concluded under the laws of the Islamic Republic of Iran, and in the event of any dispute arising out of this Letter of commitment or related matters, it shall first be settled by negotiation between the parties. If no agreement is reached, the matter shall be judged through the competent authorities in the Islamic Republic of Iran

PROVIDER SCIENTIST:	
Provider Organization :	
Address:	
Signature for Provider:	Date

RECIPIENT SCIENTIST:	
Recipient Organization :	
Address:	
Signature for Recipient:	Date