

TEMPLATE: TUT ANIMAL MATERIAL TRANSFER AGREEMENT

1. PARTIES

Provider Institution

Institution:

Address:

Principal Investigator: Investigator:

Contact Details:

Recipient Institution

Institution:

Address:

Principal Investigator:

Contact Details:

2. DESCRIPTION OF MATERIAL

Species:

Type of material:

- ☐ Blood
- ☐ Serum
- ☐ Plasma
- ☐ Tissue
- ☐ DNA/RNA
- ☐ Cell line
- ☐ Gametes
- ☐ Embryos
- ☐ Microbial isolate
- ☐ Other: _____

Quantity:

Unique identifiers:

Associated data included:

3. Purpose of Transfer

The materials shall only be used for the following approved project:

Project title:

Approved protocol number:

Description of intended analyses:

4. Ownership and Custodianship

The biological materials remain under the custodianship of the Provider Institution.

The Recipient Institution shall acquire no ownership rights and may only use the materials for the approved purposes specified in this agreement.

5. Restrictions on Use

The Recipient Institution shall:

- I. Use the materials only for approved purposes;
- II. Not transfer materials to third parties;
- III. Not use the materials for commercial purposes without written agreement;
- IV. Not undertake additional analyses outside the approved scope without approval.

6. Ethical and Regulatory Compliance

The Recipient Institution confirms that:

- I. Necessary ethics approvals have been obtained;
- II. Biosafety requirements will be met;
- III. Relevant permits have been obtained;
- IV. Applicable legislation will be followed.

7. Confidentiality and Data Protection

Associated data shall be protected and handled confidentially.

Personal information and owner information shall be protected in accordance with POPIA.

8. Publications and Intellectual Property

Publication of findings shall acknowledge both institutions.

Authorship shall follow accepted scientific standards.

Intellectual property arising from the work shall be addressed through separate agreements.

9. Further Transfers

No transfer to third parties is permitted without:

- I. Written permission from the Provider Institution;
- II. Approval from TUT AREC;
- III. A separate MTA.

10. Return, Destruction or Retention

At completion of the study, materials shall:

- ☐ Be returned to the Provider Institution;
- ☐ Be destroyed;
- ☐ Be retained under approved arrangements.

Method of destruction:

11. Liability

Each institution remains responsible for the acts and omissions of its employees and agents.

The Recipient Institution assumes responsibility for the safe handling and use of the materials following receipt.

Neither institution guarantees that the materials are free of pathogens or defects.

12. Dispute Resolution

Disputes shall initially be resolved through good-faith negotiation between the parties. Where resolution is not possible, South African law shall apply.

13. Signatures

Provider Institution

Authorised Representative:

Name:

Position:

Signature:

Date:

Recipient Institution

Authorised Representative:

Name:

Position:

Signature:

Date:

Principal Investigator (Provider)

Name:

Signature:

Date:

Principal Investigator (Recipient)

Name:

Signature:

Date:

DATA PRIVACY NOTICE

Tshwane University of Technology (TUT) is committed to safeguarding personal information in line with the requirements of the Protection of Personal Information Act No.4 of 2013 (POPIA).

TUT confirms that any personal information collected in terms of this document shall be processed lawfully in compliance with POPIA. The University may, if necessary

disclose your personal information to approved third parties or related agents to carry out its function(s) in accordance with the purpose for which the information is requested.

Such disclosure shall always be subject to a written agreement concluded between the University and such a third party ("the recipient") obligating the recipient to comply with strict confidentiality and all the information security conditions and provisions as contained in the POPIA.