MATERIAL TRANSFER AGREEMENT

This Agreement is entered into by and between:

PROVIDER INSTITUTION: University of the Philippines through the University of the Philippines Manila

Authorized official: DR. CARMENCITA D. PADILLA

Position: Chancellor, University of the Philippines Manila

Address: 8/F Philippine General Hospital, Central Block Building, Taft Avenue, Manila, Republic of the Philippines

Email: upm-oc@up.edu.ph

Tel. No. +63 (02) 5210184; 5268419

-and

RECIPIENT ORGANIZATION: <FULL NAME>

Authorized official: <FULL NAME>

Position: <Position>

Address: <Full address>

Email: <Email address>

DESCRIPTION OF INTELLECTUAL <Complete title>

PROPERTY

ORIGINAL MATERIALS SUBJECT OF THE TRANSFER:

Description of material: <general description>

Number of units/volume: <number of units, volume, or mass>

The PARTIES enter into this Agreement under the following terms and conditions:

1. DEFINITIONS:
   1. AGREEMENT: Refers to this Material Transfer Agreement.
   2. APPLICABLE LAWS: Philippine Laws or applicable International Laws and Conventions in which the Republic of the Philippines is a signatory.
   3. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL for sale or exchanges directly or indirectly by the RECIPIENT ORGANIZATION to third entities not party to this Agreement.
   4. MATERIAL: the actual chemical, herbal preparation or device subject of this Agreement.
   5. NEW INTELLECTUAL PROPERTY: [1] means all data, discoveries, developments, inventions, improvements, methods of use or delivery, processes, know-how, or trade secrets, processes, methods, compositions or products or software, whether patentable or unpatentable, copyrights, and works of authorship, and related know-how, which are conceived or reduced to practice or writing during the term of this Agreement or which are made using and on the basis of the MATERIAL after its transfer to the RECIPIENT; [2]  includes (i) Modifications (but not the Material that is contained or incorporated therein), (ii) other substances and materials created by the RECIPIENT through its officials, employees and agents,  through the use of the Material or Modifications, (iii) any new use of the Material, Modifications, or the substances and materials described in (ii) herein, created by RECIPIENT through its officials, employees and agents, and (iv) any new or improved process, method, or technique conceived or developed by RECIPIENT through the use of the Material, Modifications, or the substances and materials described in (ii) herein;
   6. PROVIDER: refers to the Provider Institution
   7. RECIPIENT: refers to the Recipient Institution
2. TERMS AND CONDITIONS:
   1. OWNERSHIP. - The PROVIDER retains ownership of the MATERIAL and the NEW INTELLECTUAL PROPERTY;
   2. USE OF THE MATERIAL. The RECIPIENT shall [1] use the MATERIALS only for the purpose of < state purpose>
   3. INTELLECTUAL PROPERTY (IP). - [1] Ownership of intellectual properties derived from the MATERIALS is retained by the PROVIDER; [2] Intellectual properties derived from the MATERIAL including the NEW INTELLECTUAL PROPERTY after the transfer of the MATERIAL to the RECIPIENT shall be retained by or pertain to the PROVIDER; [3] Economic benefits shared to the RECIPIENT shall only be enforceable if it is made in writing, signed by the parties in a separate agreement and notarized.
   4. CONFIDENTIAL INFORMATION - [1] refers to personal, proprietary or business information shared by the PARTIES to to each other in the course of this Agreement; [2] the MATERIAL and the NEW INTELLECTUAL PROPERTY; [3] Information and data derived from the the MATERIAL and the NEW INTELLECTUAL PROPERTY; [4] includes the terms of this Agreement; [5] Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its officials and employees having a “need to know” with respect to such purpose. [6] Each Party shall advise its respective officials and employees, of such Party’s obligations under this Agreement.
   5. COMPLIANCES WITH LAWS, RULES & REGULATIONS. - The research, development and use of the MATERIAL shall be in compliance with Applicable Laws and the national law where the MATERIALS are transferred.
   6. WARRANTIES. - [1] the MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties for which due care and diligence should be exercised by the RECIPIENT; [2] the RECIPIENT shall be liable for any damage or injury from the date the MATERIALS are delivered to the carrier for shipment or delivery unless this is due to the negligence of the PROVIDER.
   7. TERMINATION OR COMPLETION. [1] Within 3 days upon termination or completion of the RECIPIENT’s research, development and use of the MATERIAL, the MATERIAL and the NEW INTELLECTUAL PROPERTY including all data and information in relation thereto shall be delivered back to the PROVIDER. [2] If the MATERIAL by its nature is fungible or used up in the course of the use, research and development by the RECIPIENT, the latter shall provide the PROVIDER a document accounting for the use of the MATERIAL.
   8. BREACH OF CONFIDENTIALITY. - The RECIPIENT assumes any and all damages including: loss of business opportunity; loss of profit; loss of prior art resulting in the denial or revocation of the registration of the MATERIAL and its NEW INTELLECTUAL PROPERTY - if it directly or indirectly, or through negligence, authorized or enabled the publication, dissemination, sharing, transfer to third parties of the MATERIAL and its NEW INTELLECTUAL PROPERTY, through its officers, employees, agents or third parties.
   9. DISPUTE RESOLUTION. - [1] The parties shall settle any dispute in the interpretation and in the implementation this Agreement within 60 days from the time a party gives notice to the other about any such disagreement. [3] Any extension of the period to settle amicably must be with the consent in writing by the PARTIES; [3] Upon failure to settle and expiration of the date within which to settle amicably, the disagreement shall be submitted only to arbitration in the venue where the aggrieved party has its domicile.
3. MISCELLANEOUS PROVISIONS
   1. AUTHORIZED SIGNATORIES. - The signatories to this Agreement warrant and represent that they are legally authorized to represent the PARTIES; [2] The Chancellor of the University of the Philippines Manila is authorized by law, through Republic Act No. 9500 and the powers delegated by the University of the Philippines Board of Regents to represent, enter into and sign this Agreement; [3] The signatory for the RECIPIENT is duly authorized by the RECIPIENT to enter into this Agreement as shown by the Secretary’s Certificate attached to this Agreement as Annex “A.”
   2. SURVIVAL CLAUSES. - All clauses intended to protect the rights of the PARTIES shall survive even after the termination of this Agreement.
   3. COPIES. - Copies of this Agreement may be separately signed and notarized by the PARTIES.
   4. EFFECTIVITY & TERMINATION. - [1] The date of effectivity of this Agreement is on the date of signing of the party who last signs. [2] This Agreement terminates upon (a) completion of the purpose for which the STUDY is conducted; (b) legal pre-termination in accordance with Applicable Laws; or [3] both PARTIES consent in writing for its pre-termination.

This Agreement has been entered into by the parties through their duly authorized agents in the place and date set below:

UNIVERSITY OF THE PHILIPPINES <FULL NAME OR ORGANIZATION>

PROVIDER RECIPIENT

By: By:

CARMENCITA D. PADILLA, MD, MAHPS <FULL NAME>

Chancellor, UP Manila <Position>

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

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Investigator/Provider Scientist <Position>

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOURDES MARIE S. TEJERO, MTM, PhD

Director, Technology Transfer & Business Development Office

UP Manila

Republic of the Philippines)

City of Manila ) s.s.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Manila, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ appeared before me the following persons who exhibited to me their identification cards bearing the following information:

Carmencita D. Padilla PRC I.D. Card No. 53658 valid until 4-30-23

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

known to me to be the same persons who executed the foregoing MATERIAL TRANSFER AGREEMENT consisting of 3 pages including this page where the Acknowledgment is printed. They acknowledged to me that they entered into this Agreement freely and voluntarily and that they are duly authorized by the entities they represent herein.

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