

## MATERIAL TRANSFER AGREEMENT

(for type specimen)

Agreement No. ....

### Definitions

1. **Provider** means the National Science and Technology Development Agency (NSTDA) acting through National Biobank of Thailand (NBT), 111 Thailand Science Park, Phahonyothin Road, Khlong Nueng, Khlong Luang, Pathum Thani 12120, Thailand.
2. **Recipient** means any person or any organization acquiring **Material from the Provider**.
3. **Material** means:
  - 3.1. all biological materials, living or dead, originated from or within the Kingdom of Thailand as (Choose all options that applies)  *Dry Mushroom*,  *Dry Fungus*,  *Microscopic Slide*,  *Freeze dry genomic DNA* (loan request and details of the Material specified in Appendix attached herewith); and
  - 3.2. any cells, substances, products, or DNA molecules replicated or derived therefrom; or
  - 3.3. associated know-how and data that will be provided by the **Provider** for the **Recipient**.
4. **Academic Research** means use of the **Material** by only not-for-profit organizations only for academic purposes and not for commercial purposes. The **Recipient** shall use the **Material** only in the field of **Academic Research** for the specific purpose as (Choose all options that applies)  *Morphological Study*,  *Chemical Analysis*,  *DNA extractions* (hereinafter referred to as “**the Purpose**”). Unless specified in this agreement or having received prior written consent from the **Provider**, the **Recipient** shall not use the **Material** for any purpose(s) other than the Purpose, nor shall it distribute, release, sale, sublicense, transfer or in any way disclose the **Material** and/or assign its rights under this agreement to any third party.

### Term of Agreement

The term of the agreement shall be **three (3) MONTH(s)** from the date the **Recipient** submits order to the **Provider**. No extension is permitted.

On expiration or termination of the agreement, the **Recipient** shall promptly destroy or return the **Material** and all related documentations to the **Provider**, whether originals or copies, or shall take any action as requested in writing by the **Provider**.

Clauses 5, 6 and 7 of Terms and Conditions shall survive any expiration or termination of the agreement.

### Terms and Conditions

1. The **Recipient** may permit its employees, consultants and/or any third party who have a direct need to use the **Material**, under the **Recipient's** direct supervision only, within the **Recipient's** laboratory(s) and only for **the Purposes**. The **Recipient** shall have a right to permit a usage of the **Material** outside its/his laboratories, only receiving prior written consent from the **Provider**. No one is permitted to take or send this **Material** to any other location unless prior written permission is obtaining from the **Provider**.
2. The **Recipient** acknowledges that the **Material** is or may be the subject of petty patent, patent, petty patent application or patent application. Except as provided in the agreement, no express or implied license or other right is granted to the **Recipient** under any patent or petty patent, petty patent application or patent application, trade secrets or other intellectual property rights and other proprietary rights of the **Provider**, including any altered forms of the **Material** made by the **Provider** for **Commercial Purpose**.

If the **Recipient** desires to use the **Material** for **Commercial Purpose**, the **Recipient** shall inform the **Provider** in writing in advance and obtain a license from the **Provider** or the owner or the proprietor of the **Material** (if any) before the beginning of the commercial use.

3. The **Recipient** may use the **Material** in compliance with relevant national and international laws and regulations.

Any **Material** delivered pursuant to this agreement is understood to be experimental in nature and may have hazardous properties and that its use may require acquisition of rights from third parties. The **PROVIDER** MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF THE **MATERIAL**, ITS SOURCE, MERCHANTABILITY, TRANSFER OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF

THE **MATERIAL** WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the **Recipient** assumes all liability for damages which may arise from its use, storage, disposal or transfer of the **Material**. The **Provider** 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.

4. Use of the **Material** may be subject to specific restrictions which are mentioned in the catalog or other documents provided to the **Recipient** and are hereby acknowledged by the **Recipient**.
5. If the **Recipient** desires to file patent/petty patent application(s) claiming inventions made by the **Recipient** through the use of the **Material**, the **Recipient** shall receive prior written consent from the **Provider** or the owner or the proprietor of the **Material** before filing such application(s). The parties shall agree in writing both on the management thereof, and the sharing of any benefit arising therefrom.
6. “**Confidential Information**” means any information, including information of a third party, which is disclosed by the **Provider** to the **Recipient** and the **Provider** desires the **Recipient** to keep as confidential information and/or trade secret of the **Provider**. Such information relating to the **Material** includes but not be limited to all data, specifications, materials, technical information, processes, document and other information relating to the **Material**.

The **Recipient** shall keep all disclosed Confidential Information strictly confidential, not disclose any Confidential Information to any third party and shall use appropriate measures to secure the Confidential Information received from the **Provider**. The exception is that the **Recipient** may disclose the Confidential Information:

- 6.1. after receiving the prior written consent from the **Provider**;
  - 6.2. to the extent permitted by applicable law; or
  - 6.3. to its employee (s), who have a direct “need to know” and are aware of and subject to a written agreement obliging them to maintain confidentiality of such Confidential Information at the same degree of care under the Agreement.
7. The **Recipient** may publish information which is not Confidential Information of the **Provider**, provided that the **Recipient** acknowledges the **Provider** and other sources which are mentioned in the catalog or other documents provided to the **Recipient** as the source of the **Material** and data in all publications based on or relating to the **Material**, including any replica, derivatives, and any research thereof.
  8. If the **Recipient** breaches any terms of the agreement, the **Provider** shall have the right to promptly terminate the agreement and claim for all damages from the **Recipient**.
  9. The validity, interpretation, enforceability, and performance of the agreement and all questions relating hereto shall be governed by and construed in accordance with the laws of the Kingdom of Thailand without regard to the principles of conflict of laws, and shall be subject to the jurisdiction of the courts of the Kingdom of Thailand.
  10. **Miscellaneous**
    - 10.1. The agreement may be amended, supplemented, or otherwise modified only by means of an amendment signed by the authorized person and affixed the official seal (if any) of the **Provider** and the **Recipient**.
    - 10.2. In case of amalgamation, merger, acquisition or other act related to transferring of share which results in change of the power to conduct the business of the **Recipient**, the **Recipient** shall promptly notify the **Provider** in writing.
    - 10.3. At the later stage, in case that any provision of the agreement is held to be invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition without affecting the validity of the remainder of such provision and the remaining provisions of the agreement shall remain in full force and effect.
    - 10.4. A waiver of any rights or remedies available to the **Provider** shall not be valid and effective unless expressed in writing and executed by the duly authorized representative(s) of the **Provider**. Such waiver by the **Provider** shall not be construed as a waiver in respect of any other breach, antecedent or future.
    - 10.5. The **Provider** may terminate this Agreement if performance becomes difficult due to force majeure, including, but not limited to, natural disaster: fire, storm, flood, earthquake or act of God; war (declared or not), rebellion, revolution, riots, prohibitive governmental regulations or any cause beyond the reasonable control of the **Provider** or either of them renders the performance of this Agreement impossible; provided, however, that the **Provider** shall give the **Recipient** immediate notice of the event.

**FUNGARIUM**

BIOTEC Bangkok Herbarium (BBH),  
National Biobank of Thailand (NBT),  
National Science and Technology Development Agency (NSTDA),  
144 INC2 Tower A, 1<sup>st</sup> Floor Thailand Science Park, Paholyothin Rd.,  
Klong Nueng, Klong Luang, Pathum Thani 12120, Thailand  
Tell: 662-564-7000 Ext. 71454 Email: bbh.fungarium@nstda.or.th

**For the Recipient**

Signature	
Name	
Position	
Organization	
Address	
Date	

**For an authorized person who represents the Recipient's organization**

Signature	
Name	
Position	
Organization	
Address	
Date	

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 Khlong Nueng, Khlong Luang, Pathum Thani 12120, Thailand  
 Tell: 662-564-7000 Ext. 71454 Email: [bbh.fungarium@nstda.or.th](mailto:bbh.fungarium@nstda.or.th)

**APPENDIX:****(for type specimen)****For Official Use Only**

Loaning Number \_\_\_\_\_

MTA Number \_\_\_\_\_

**Loan Requested by**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

\_\_\_\_\_

Purpose of study:  Morphological study  Chemical analysis DNA extractions please provide GenBank number

In case of molecular study, please provide a brief summary of the study, including;

Nature and scientific rationale of the study

\_\_\_\_\_

Number of specimens to be sampled  
\_\_\_\_\_

Employed molecular technique.

\_\_\_\_\_

In case of DNA extractions please provide GenBank number when returning Material.

Further information or queries, please contact Manager (Fungarium): [bbh.fungarium@nstda.or.th](mailto:bbh.fungarium@nstda.or.th)Please see the detail of loan Material in the 2<sup>nd</sup> page.**For official use only**

Assistant Manager (Name)		Date	Signature
	<input type="checkbox"/> Present in prohibition and restriction lists		
	<input type="checkbox"/> Absent in prohibition and restriction lists		
2. Only one person approve is accepted!		Date	Signature
Manager	<input type="checkbox"/> Approve <input type="checkbox"/> Reject		
Curator	<input type="checkbox"/> Approve <input type="checkbox"/> Reject		

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Tell: 662-564-7000 Ext. 71454 Email: bbh.fungarium@nstda.or.th



**Detail of loan Material:**

No.	BBH Code	Field Code	Scientific Name	Use for loaning case (Staff Only)		Use for Extension Case (Staff Only)
				Availability	Loan Due Date	Extension Date
1.						
2.						
3.						
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Note:

- 1. 25 specimens is maximum for loaning Material.
- 2. 3 months of loaning period for type specimen

( \_\_\_\_\_ )

RECIPIENT

Date

**For customer**

**QC Checked Specimen**

Good Condition    Bad Condition

**BEFORE LOANING**

Date .....