

**MATERIAL TRANSFER AGREEMENT**  
**For Non-Profit Recipients of the Collection Materials at PNCM**

Agreement No. \_\_\_\_\_

**1. Provider:**

Philippine National Collection of Microorganisms (PNCM), National Institute of Molecular Biology and Applied Microbiology (BIOTECH), University of the Philippines Los Banos (UPLB)

Represented by:

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Printed Name	Designation
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**2. Recipient:**

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Printed Name	Designation
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Institution

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Address

**3. Description of the MATERIAL (Scientific Name and BIOTECH Accession No.):**

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**4. Terms and Conditions:**

- a. The MATERIAL described above, including any progeny, portions and/or unmodified derivatives therefore is being provided to you by the Provider for RESEARCH AND ACADEMIC PURPOSES ONLY. The MATERIAL is experimental in nature and must be used with prudence and appropriate caution, since not all of its characteristics are known. Material The Material shall not be used for any commercial purpose or for work on human subjects, including diagnostic and testing. The Recipient assumes all risk and responsibility in connection with the receipt, handling, storage, disposal and use of the Material, taking all appropriate safety and handling precautions to minimize health or environmental risk. Furthermore, the Recipient is solely responsible for compliance with all applicable guidelines, laws and regulations.
  
- b. The Recipient shall not distribute, sell, lend, or otherwise transfer, the Material or its Replicates for any reason. Any third party requesting a sample shall be referred to the PNCM.
  
- c. The PNCM and/or its contributor (depositor) shall retain ownership of all right, title and interest in the Material and Replicates. The recipient agrees to acknowledge the PNCM and any contributor (depositor) indicated by the PNCM as the source of the Material in all publications that refers to the Material.

- d. **The PNCM only warrants for the viability of the Material, and only for a period of 30 days upon shipment.** If otherwise, the PNCM has the option to either refund the fee paid to the PNCM for such Material (exclusive of shipping and handling charges), or, replace the Material. The Recipient must report the lack of viability to the PNCM in writing within the warranty period. **Except as expressly provided above, the PNCM gives no guarantee, express or implied, for the material, including merchantability, or fitness for a particular purpose.**
5. The PNCM makes no representation that the use of the Material will not infringe any patent or other proprietary right. The Recipient will hold the PNCM and its staff harmless from any claims or liabilities that might arise as a result of the use of the Material by the Recipient.

**By affixing my signature hereunder, I acknowledge that I have read, understand and agree to comply with the terms and conditions of this agreement.**

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Signature of Recipient Date

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

Position: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Address (Office): \_\_\_\_\_

\_\_\_\_\_

Address (Home): \_\_\_\_\_

\_\_\_\_\_

Tel #: \_\_\_\_\_

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

E-mail#: \_\_\_\_\_