

**EXAMPLE TEST GUIDELINE**  
**MATERIAL TRANSFER AGREEMENT (MTA) TEMPLATE**

*The MTA template should be considered as guidance only, and since each individual “**PROVIDER Material**” may have unique properties, the MTA template “**Purpose**” may be amended accordingly. Please observe that compliance with international, foreign and domestic, federal, state and local statutes, ordinances or regulations may apply upon signing an MTA.*

**PARTIES:**

**PROVIDER:**

Address and contact details  
Name, tel, fax and e-mail

**RECIPIENT:**

Address and contact details  
Name, tel, fax and e-mail Telephone # of Recipient Scientific officer

**DEFINITIONS:**

“**PROVIDER Materials**” means the materials listed in Appendix A.

“**OECD Test Guidelines**” for the testing of chemicals are a collection of the most relevant internationally agreed test methods used by government, industry and independent laboratories to determine the safety of chemicals and chemical products. OECD Test Guidelines are an integral part of the OECD Council Decision on Mutual Acceptance of Data (MAD) [C(81)30/Final] from 1981 ([www.oecd.org](http://www.oecd.org)).

“**Third Party**” means an entity other than RECIPIENT or PROVIDER.

**PURPOSE:**

To provide **RECIPIENT** with **PROVIDER Materials** for the sole purposes of testing as defined by **OECD Test Guideline** No. XXX\_\_ (“**Purpose**”).

The **PROVIDER Materials** are released to **RECIPIENT** under the following conditions:

1. The **PROVIDER Materials** shall only be used for the **Purpose**.
2. The **PROVIDER Materials** are not intended for use in humans.
3. **RECIPIENT** shall not transfer, disclose, provide, lease or otherwise share the **PROVIDER Materials**, in whole or in part, to a **Third Party** without the express written consent of **PROVIDER**. Any **Third Party** with interest in the **PROVIDER Materials** shall be referred to **PROVIDER**.
4. **RECIPIENT** shall not modify the **PROVIDER Materials** and shall not create or develop other substances by the use of the **PROVIDER Materials**.

5. **RECIPIENT** shall not in any way state or imply that this **MTA**, or the results of this **MTA**, is an endorsement by **PROVIDER** of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of **PROVIDER**.

6. The **PROVIDER Materials** and any technical information and assistance provided by **PROVIDER** are provided as-is, without warranties of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, typicality, safety, accuracy and/or non-infringement.

7. **RECIPIENT** shall assume sole responsibility for any claims or liabilities that may arise as a result of **RECIPIENT**'s use of the **PROVIDER Materials**.

8. **RECIPIENT** agrees to indemnify and hold harmless **PROVIDER** of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the work of **RECIPIENT** with **PROVIDER Materials** or products derived thereof.

9. The **PROVIDER Materials** shall remain the property of **PROVIDER** and shall be returned, destroyed, or otherwise disposed of, as instructed by **PROVIDER**, no later than the expiration of this **MTA**.

10. **RECIPIENT** is solely responsible for compliance with all foreign and domestic, federal, state and local statutes, ordinances or regulations applicable to use of the **PROVIDER Materials**.

This **MTA** shall become effective upon date of final signature and shall continue in effect for a period of \_\_\_months; provided, however, that the obligations assumed by **RECIPIENT** under this **MTA** are fulfilled.

**ACCEPTED FOR THE PROVIDER:**

_____	_____	_____
Typed Name	Title of Representative	Date

**ACCEPTED FOR THE RECIPIENT:**

_____	_____	_____
Typed Name	Title of Representative	Date

*Disclaimer: Any MTA is an agreement between the cell bank (provider) owning the biological materials concerned and the recipient of such materials. Therefore, the OECD shall have no responsibility hereto.*

**Appendix: PROVIDER Materials**

<u>PROVIDER #</u>	<u>Strain Designation</u>
XXX...	XXX...