



**OPERASI PERKHIDMATAN SOKONGAN**

**FAKULTI PERUBATAN VETERINAR  
(UNIT PERKHIDMATAN MAKMAL VETERINAR)**

Kod Dokumen : OPR/FPV/BR089/BMTA

**BIOLOGICAL MATERIAL TRANSFER AGREEMENT**

This Agreement is made on \_\_\_\_\_ and between \_\_\_\_\_ (Company No. \_\_\_\_\_), a company incorporated in Malaysia and having its registered office at \_\_\_\_\_ (address) (hereinafter referred to as "\_\_\_\_\_");

And

**Universiti Putra Malaysia**, a higher institute of learning established in Malaysia and governed by the Universities and College University Act 1971 and having an address at 43400 Serdang, Selangor (hereinafter referred to as "UPM").

(\_\_\_\_\_ singularly referred to as "**PROVIDER**") and UPM singularly referred to as "**RECIPIENT**") or both parties collectively as "the Parties").

**WHEREBY IT IS AGREED as follows:**

1. PROVIDER agrees to provide (*brief description of Biological Material*) (hereinafter referred to as "**BIOLOGICAL MATERIAL**") and the RECIPIENT agrees to receive such **BIOLOGICAL MATERIAL** on the following terms and conditions:
  - A. In response to the RECIPIENT's request for the BIOLOGICAL MATERIAL identified above, the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the BIOLOGICAL MATERIAL:
    1. The above BIOLOGICAL MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
    2. The BIOLOGICAL MATERIAL will be used for teaching and/or academic research purposes only.
    3. The BIOLOGICAL MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER.
    4. The RECIPIENT agrees that no disclosure in any form be made as to the details of any part of the material or its source without the permission of the PROVIDER. In addition the RECIPIENT will acknowledge the source of the BIOLOGICAL MATERIAL in any publications reporting use of it.
    5. Any BIOLOGICAL MATERIAL delivered pursuant to this Letter of Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular



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purpose, or that the use of the biological material will not infringe any patent, copyright, trademark, or other propriety rights. Except to the extent prohibited by law, the RECIPIENT assumes all liability for any damages that may arise from its use, storage or disposal of the BIOLOGICAL MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, made against RECIPIENT by any other party, due to or arising from the use of gross negligence or willful misconduct of the PROVIDER.

6. The RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance will all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA.
7. The BIOLOGICAL MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here  
RM\_\_\_\_\_ (TO FILL UP)

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IN WITNESS WHEREOF, each of the parties has caused the Agreement to be signed by its duly authorized representative.

Signed by

For and on behalf of  
**UNIVERSITI PUTRA MALAYSIA**

.....  
**Name:**

I/C No:

Designation: Deputy Vice Chancellor (Research and Innovation)

in the presence of:

.....  
**Name:**

Designation:

Signed for

And on behalf of  
**COMPANY'S NAME**

*(Company Seal)*

.....  
**Name**

IC NO:

Designation:

In the presence of:

.....  
**Name**

IC NO:

Designation:

NO. SEMAKAN : 00  
NO ISU : 02  
TARIKH KUATKUASA : 15/09/2011