

INTERNAL BIOLOGICAL MATERIAL TRANSFER AGREEMENT (IBMTA)

EFFECTIVE DATE

This Agreement is made effective on the (day-month-year)

PARTIES

The Parties are the PROVIDING SCIENTIST and the RECIPIENT SCIENTIST, both of whom operate within the University of Guelph (U of G).

NOTICE

Any notice, report or communication regarding execution or amendment of this agreement should include the following addressees:

Biosafety Officer, Environmental Health and Safety, U of G
50 Stone Road East, Guelph, ON, N1G 2W1
bsu@uoguelph.ca

Technology Transfer & Agreements Assistant, Research Innovation Office, U of G
Research Innovation (Bldg 92) 50 Stone Road East, Guelph, ON, N1G 2W1
ipadmin@uoguelph.ca

PROVIDING SCIENTIST

Providing Scientist Name:
Providing Scientist Telephone:
Providing Scientist Email:
Providing Scientist College/Department:
Providing Scientist Lab/Office:
Providing Scientist Current U of G Biohazard Permit No.:

MATERIAL

Identification and description of Original Material(s) to be transferred to another researcher at U of G (Specific strain, genotype, or ATCC# if known):

Material's Biohazard Risk Group:

- RG1
- RG2
- Other

If Other, please provide explanation:

Description of Biological Material Risk:

- Non-Pathogenic
- Infected Animal Tissues
- Animal Pathogen Fluids
- Human Pathogen
- Plant Pest
- Human Tissues/Cells/Bodily Fluids
- Aquatic Animal Pathogen
- Cell Lines
- Microbial Toxins

- Quantity:
- Other

If Other, please explain:

Original Source of Material (isolated from the field, U of G animal, purchased externally, other University, etc.):

Was a CFIA Permit originally required to obtain the Material:

- Yes
- No

If Yes, has permission been obtained from CFIA to transfer the Material:

- Yes
- No

**Please attach CIFA Permit and letter of permission as appropriate*

Was a Material Transfer Agreement (incl. ATCC material) originally required to obtain the Material:

- Yes
- No

If Yes, has permission been obtained from the original third party provider to transfer the Material:

- Yes
- No

**Please attach MTA and letter of permission as appropriate*

RECIPIENT SCIENTIST

Recipient Scientist Name:

Recipient Scientist Telephone:

Recipient Scientist Email:

Recipient Scientist Department:

Recipient Scientist Lab/Office:

Recipient Scientist Current U of G Biohazard Permit No.:

Name of Recipient Scientist's Research Project:

Briefly describe how the Material will be used:

Is a Safety Data Sheet available for the Material:

Yes

No

If No, please provide explanation:

**Please attach Safety Data Sheet as appropriate*

ACKNOWLEDGEMENTS

Each of the Parties have read and understood this Agreement and agree to act in accordance with all the terms and conditions, including ensuring all participants working with the Material are aware of and abide by the terms of this Agreement.

Name of Providing Scientist:

Providing Scientist Signature:

Date:

Name of Recipient Scientist:

Recipient Scientist Signature:

Date:

Name of U of G Biosafety Officer:

U of G Biosafety Officer Signature:

Date:

TERMS

This Internal Biological Material Transfer Agreement (“IBMTA”) provides a record of the transfer of biological material owned by University of Guelph (U of G) but controlled and supplied by the PROVIDING SCIENTIST and supplied to a RECIPIENT SCIENTIST, both employees of the U of G. This IBMTA aims to facilitate the productive, efficient and fair sharing of valuable biological materials between U of G researchers.

The SCIENTISTS agree as follows:

1. MATERIAL: means all Original Material, and the progeny and unmodified derivatives of the Original Material.
2. The RECIPIENT SCIENTIST agrees that the MATERIAL:
 - a. Shall only be used in the RECIPIENT SCIENTIST’s laboratory under the direction of the RECIPIENT SCIENTIST or others working under their direct supervision;
 - b. Shall only be used for Research Purposes; and
 - c. Shall not be used in human or companion animal subjects, in clinical trials or for diagnostic purposes involving human or companion animal subjects without the confirmation of all regulatory and U of G ethical approvals;
 - d. Shall not be transferred to anyone else within U of G who is not under Recipient Scientist’s supervision or control;
 - e. Shall not be transferred to any external third party without the prior written consent of the Research Innovation Office and the PROVIDING SCIENTIST.
3. The RECIPIENT SCIENTIST agrees to refer to the PROVIDING SCIENTIST any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST’s direct supervision.
4. The RECIPIENT SCIENTIST is free to report inventions made through the use of the MATERIAL to the Research Innovation Office but agrees to notify the PROVIDING SCIENTIST before submitting such report of invention.
5. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications, including offering the PROVIDING SCIENTIST co-authorship on publications related to the MATERIAL, when ethically applicable.
6. The RECIPIENT SCIENTIST assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the MATERIAL, including, without limitation, taking all appropriate safety and handling precautions to minimize health and environmental risks to employees, staff, students and the general public.
7. The PROVIDING SCIENTIST warrants that they have the right to transfer the MATERIAL under this agreement.
8. Terms 1, 2, 3, 4, and 5 shall survive termination of this agreement.

9. The RECIPIENT SCIENTIST assumes all responsibility for obtaining any permits or approvals required to handle the MATERIAL according to U of G policies. For guidance contact the University's Biosafety Officer, bsu@uoguelph.ca.
10. The PROVIDING SCIENTIST must forward a fully executed copy of this IBMTA to the Biosafety Officer (bsu@uoguelph.ca) and the Technology Transfer & Agreements Assistant (ipadmin@uoguelph.ca). Electronic signatures and PDF documents are preferred.