



**BORANG PENGURUSAN MAKMAL /
LABORATORY MANAGEMENT FORM**

DATA TRANSFER AGREEMENT

BIL. DOK./DOC. NO.: **QM – F039**

BIL. ISU / ISSUE NO: 1

BIL. SEMAKAN / REVISION NO: 0

TARIKH KUATKUASA / EFFECTIVE DATE:
01-08-2023

MUKA SURAT / PAGE: 1 of 3

DATA TRANSFER AGREEMENT

between

UKM Medical Molecular Biology Institute ("UMBI")
UKM Medical Centre, Jalan Yaacob Latiff, Bandar Tun Razak, 56000
Cheras, Kuala Lumpur, MALAYSIA

Represented by _____ (UMBI Director)

and

(Name of recipient) _____ ("Recipient")
(Address of recipient)

Definitions:

Recipient's Scientist and shipping address:

Research Purpose:

Data: Any original and/or analyzed Data and information related to the stated research purpose.

Terms and Conditions of this Agreement:

- (a) UMBI retains ownership of the Data, including any Material contained or incorporated in Modifications.
(b) The Data is to be used by Recipient at Recipient's institutional facilities only, and only under the direction of Recipient's Scientist. The Data is to be used strictly for the Research Purpose.
(c) Except as expressly provided in this Agreement, no rights are provided to Recipient under any patent applications, trade secrets or other proprietary rights of UMBI. In particular, no rights are provided to use the Data for profit-making or commercial purposes, such as sale; use in manufacturing; use in drug screening, evaluation, or designing programs; or provision of a commercial service.
(d) If Recipient desires to use the Data for such profit-making or commercial purposes, Recipient agrees that it must first negotiate a license or other appropriate agreement with UMBI and third parties as may be required, and it is further understood by Recipient that UMBI shall have no obligation to enter into such a license or agreement.

2. The Recipient shall not give, sell, share, release, convey, or otherwise distribute the Data and/or any accompanying Confidential Information to any third party without the prior written permission of UMBI. The Recipient acknowledges that UMBI may withhold its consent for any reason it deems necessary and is not obliged to give the reason thereof.
3. Recipient and Recipient's Scientist agree to hold confidential all information and related know-how disclosed to Recipient by UMBI concerning the Data that is marked as "Confidential" ("Confidential Information") except as such Confidential Information: (a) was known by the Recipient at the time of disclosure; (b) becomes part of the public domain, except by breach of this Agreement by Recipient; (c) is rightfully received by Recipient from a third party without an obligation of confidence to UMBI; or (d) is independently developed by Recipient's personnel who have not had access to such Confidential Information and the Material.
4. Upon request, the Recipient will provide the UMBI with a summary of any research results obtained with the Data.
5. If Recipient's research results in an invention, a new use, or a product based on, containing, or relating to the Data (collectively referred to as "Invention"), Recipient agrees to disclose the Invention to UMBI promptly on a confidential basis. Inventorship and ownership shall be determined by mutual agreement between the parties, taking into account the role and contributions of individuals involved in the development of the Invention as well as the contribution of the Data itself. Ownership shall reflect inventorship. In the case of a jointly owned Invention between UMBI and Recipient, the parties agree to negotiate a joint invention agreement in good faith which shall provide for fair and equitable sharing of patent costs, income, and invention management responsibilities. If either Recipient or UMBI is the sole inventor of any Invention, that party shall be free to dispose of such Invention at its own discretion.
6. The Recipient shall have the right, consistent with academic standards, to publish or present the results of the research work performed in accordance with this Agreement. The Recipient shall disclose such publications to UMBI and agrees to provide appropriate acknowledgment of the source of the Data in all publications.
7. Any Data delivered pursuant to this Agreement is understood to be experimental in nature, and UMBI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Data will not infringe any patent, copyright, trademark, or other rights, or that the Data will not pose a safety or health risk.
8. The handling of the Data (storage, application) shall be in accordance with published scientific information and applicable statutes and regulations. In no event shall Data be used in human beings.
9. To the extent permitted by law, Recipient agrees to defend, indemnify, and hold harmless UMBI from any loss, claim, damage, or liability, of any kind whatsoever, which may arise from Recipient's receipt, use, storage or disposal of the Data, and Recipient assumes liability for damages which may arise from its receipt, use, storage or disposal of the Data.
10. This Agreement shall be governed by and interpreted in accordance with the substantive laws of Malaysia.



**BORANG PENGURUSAN MAKMAL /
LABORATORY MANAGEMENT FORM**

DATA TRANSFER AGREEMENT

BIL. DOK./DOC. NO.: QM – F039
BIL. ISU / ISSUE NO: 1
BIL. SEMAKAN / REVISION NO: 0
TARIKH KUATKUASA / EFFECTIVE DATE: 01-08-2023
MUKA SURAT / PAGE: 3 of 3

11. This DTA is effective when signed by both parties and terminates on completion of the Recipient's research with the Material. On termination of this Agreement, Recipient will discontinue its use of the Material and will, upon direction of UMBI, return or destroy the Data and Confidential Information, if any. The clauses 1-10 shall survive termination of this DTA.
12. This Agreement is not assignable without the prior written consent of UMBI.

AGREED:

UMBI Responsible Representative:

Recipient's Scientist:

(UMBI Director's signature)

(Signature)

(Name)

(Name)

(Date)

(Date)