

INTERNAL BIOLOGICAL MATERIAL TRANSFER AGREEMENT (BMTA)

EFFECTIVE DATE: (d-m-y) . The Parties are PROVIDING SCIENTIST and RECIPIENT SCIENTIST
PROVIDER and RECIPIENT are both University of Waterloo (UW)

Contact for this Agreement: Biosafety Officer, University of Waterloo

200 University Avenue West, Waterloo, ON, N2L 3G1 T:519-888-4567 x 33587 E: biosafety@uwaterloo.ca

PROVIDER SCIENTIST:

Name:	Department/Room:
Tel: 519-888-4567 ext.	
Email:	
PROVIDER SCIENTIST's Current UW Biohazard Permit #:	

MATERIAL:

Identification and description of Original Material(s) to be transferred to another researcher at University of Waterloo (Specific strain, genotype, or ATCC# , if known):	
Material's Biohazard Risk Group: <input type="checkbox"/> RG1 <input type="checkbox"/> RG 2 <input type="checkbox"/> Unknown	
Description of Pathogenicity Risk: <input type="checkbox"/> Non-pathogen <input type="checkbox"/> Infected Animal Tissues <input type="checkbox"/> Aquatic Animal Pathogen <input type="checkbox"/> Animal Pathogen <input type="checkbox"/> Plant Pathogen <input type="checkbox"/> Human tissues/cells/ bodily fluids <input type="checkbox"/> Human Pathogen	
Original Source of Material (isolated from the field, UW animal, purchased externally, other University or other):	
Was a CFIA Permit originally required to obtain the Material:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has permission been obtained from CFIA to transfer the Material? <i>[Attach CFIA Permit and letter of permission]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was a Material Transfer Agreement originally required to obtain the Material?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has permission to transfer been obtained from the original third party provider? <i>[Attach MTA and letter of permission]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

RECIPIENT SCIENTIST:

Name:	Department/Room:
Email: Tel: ext.	
RECIPIENT SCIENTIST's Current UW Biohazard Permit #:	
Name of RECIPIENT SCIENTIST's Research Project:	
Briefly describe how RECIPIENT will use the Material(s):	
Is a Safety Data Sheet available for the Material <i>[please attach]</i> . <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:	

I, RECIPIENT SCIENTIST have read and understand this Agreement and I agree to act in accordance with all the terms and conditions including ensuring all participants working with the Material under my supervision are aware of and abide by the terms of this Agreement.

PROVIDER SCIENTIST	RECIPIENT SCIENTIST	Approval by UW Biosafety Officer
Signature	Signature	Signature and Date

Terms for the internal transfer of biological materials:

This Internal Biological Material Transfer Agreement (“IBMTA”) provides a record of the transfer of biological material owned by University of Waterloo (UW) but controlled and supplied by PROVIDER SCIENTIST and supplied to RECIPIENT SCIENTIST, both employees of the UW. This IBMTA aims to facilitate the productive, efficient and fair sharing of valuable biological materials between UW 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 his/her direct supervision
 - b. Shall only be used for Research Purposes
 - 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 University of Waterloo ethical approvals
 - d. Shall not be transferred to anyone else within University of Waterloo not under Recipient Scientist’s supervision or control without approval from University of Waterloo’s BSO
 - e. Shall not be transferred to any external third party without the prior written consent of the University of Waterloo’s BSO
3. The RECIPIENT SCIENTIST agrees to refer to PROVIDER SCIENTIST any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST’s direct supervision.
4. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications, including offering the PROVIDER SCIENTIST co-authorship on publications related to the MATERIAL, when ethically applicable.
5. This IBMTA will terminate two (2) year(s) following the Effective Date.
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. Paragraphs 1, 2, 3 and 4 shall survive termination of this agreement.
8. **The RECIPIENT SCIENTIST assumes all responsibility for obtaining any permits or approvals** required to handle the MATERIAL according to UW policies.
For guidance contact: the University’s Biosafety Officer, biosafety@uwaterloo.ca, 519-888-4567 x 33587