

**Materials Transfer Agreement**

**Conditions for the transfer of biomaterials (specimens, tissues, skeletons, images and associated data) from the SAIAB collections.**

The South African Institute for Aquatic Biodiversity (SAIAB) is a National Facility of the National Research Foundation of South Africa. SAIAB has a growing collection of biomaterials (specimens, tissues, skeletons and associated data) and which are available to *bona fide* researchers. SAIAB has a generally open access policy to the loaning of biomaterials and data. We do, however, apply certain rules to loan requests in order to ensure materials are used optimally and are not wasted. There are also certain logistical constraints which may also affect loan approvals e.g. only SAIAB technicians will sub-sample SAIAB biomaterials, and therefore requests for outgroup material or a series of small transfers with regular progress reports would be favoured rather than single large transfers. For very limited or valuable tissue samples, DNA extractions can be made available, but the costs must be borne by the requesting researcher or institution.

The following conditions for the transfer of materials have been established and will be reviewed periodically.

1. **Proposals no longer than two pages, outlining the research and justifying the requested materials must be sent to the SAIAB Collections Manager. Proposals will be reviewed by relevant SAIAB curators and scientists and a decision will be made within one month of receipt.**
2. ***Contact details: Attention Collection Manager: SAIAB, Private Bag 1015, Grahamstown, 6140 or fax to +27 46 622 2403 or e-mail collections.manager@saiab.nrf.ac.za***
3. Proposals must be endorsed, in writing, by the research institution hosting the project. Generally, we will be reluctant to supply private individuals not attached to *bona fide* research institutions, although well supported proposals from such researchers will be considered. Similarly, loans are not usually made to students, rather their tenured supervisors and institutions.
4. South African researchers requiring tissue loans from the SAIAB Biobank must provide details of Section 20 permits before loans can be approved.
5. Once approved, sample transfers will be sent to the individual researcher, but the institute director/Head of Department must sign the receipt form. He/she remains responsible for the material regardless of whom it is used by.
6. The NRF, SAIAB and original collectors/providers of the biomaterials must be acknowledged in all research reports and scientific publications where SAIAB biomaterials are used. Where specimens and catalogue numbers are mentioned please use the SAIAB acronym.
7. Copies of all research reports and scientific publications that make use of information gained from SAIAB biomaterials must be sent to SAIAB on publication.
8. Biomaterials that have been provided on loan must be returned to SAIAB on or before the agreed upon date as per the loan invoice. Should there be a need for any deviation from this, please contact the SAIAB collection manager – extentions are accepted based on reasonable motivations.
9. Remaining biomaterials or in some cases derivatives such as extracted DNA may be requested from the researcher depending on the proposal, the number of samples requested and/or the value of the biomaterial samples. This will be agreed upon between SAIAB and the individual researcher before the transfer is made.
10. Biomaterials received from SAIAB can only be used for the proposal for which they have been approved and biomaterials or any modification thereof obtained from SAIAB may not be transferred to other institutions or persons. If the researcher or institution wishes to use the biomaterial or modifications thereof for any other purpose to that stated in the proposal, a new proposal is required. Please contact the SAIAB collection manager for further instructions in such cases.
11. All genetic sequences generated from SAIAB biomaterials or derivatives thereof must be submitted to GenBank and the origin of material must be clearly indicated as SAIAB.
12. Material will only be used for research purposes by the requesting researcher. The material may not be used for commercial purposes without the permission of SAIAB and the researcher will abide by all national laws that are applicable to the transfer and use of the research materials.
13. Depending on the size of the transfer, the shipping costs may have to be paid by the requesting researcher. Specialised collection and shipping requirements must also be paid by the requesting researcher.
14. The researcher will indemnify SAIAB with regards to any liability arising out of the transfer and/or use of materials and/or the information accompanying the materials.
15. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts of that party and the officers, employees and agents thereof.

SAIAB Biomaterials Transfer Agreement Most recent update: 18 March 2010



1. Non-compliance with conditions will reduce the success of future material transfer applications by the requesting researcher and/or the hosting institution.

*This Biomaterials Transfer Agreement is informed by the South African National Environmental Management: Biodiversity Act (No. 10 of 2004), which is available at http://www.gov.za/sites/www.gov.za/files/a10-04.pdf*

# Materials Transfer Agreement: Motivation

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| Motivation for the loan of SAIAB specimens – summary of project. |

SAIAB Biomaterials Transfer Agreement Most recent update: 18 March 2010



# Biomaterials Transfer Agreement: Declaration

1. Please complete and return both copies of the declaration to The Collections Manager: SAIAB, Private Bag 1015, Grahamstown, 6140, South Africa or fax to +27 46 622 2403 or email collections.manager@saiab.nrf.ac.za

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Applicant details** | | | | | | | | |
| Short title of project | | |  | | | | | |
| Title |  | Initials | |  | Surname |  | | |
| I, the under-signed, have read and understand the conditions for the transfer and use of biomaterial(s) from the SAIAB collection, and I agree to comply with the conditions. | | | | | | | | |
| Applicant signature | | |  | | | | Date |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **For and on behalf of Borrowing Institution** | | | | | |  | | |
| Institution | |  | | | |  | | |
| Address | |  | | | |  | | |
| Title |  | | Initials |  | Surname |  | | |
| Signature | |  | | | |  | Date |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of SAI** | **AB** | | |
| Proposal approved |  | Date |  |
| Transfer approved |  | Date |  |

Disclaimer: “The NRF respects your right to privacy and therefore aim to ensure that we comply with the legal requirement of the POPI Act which regulates the manner in which we collect, process, store, share and destroy any personal information which you have provided to us. By signing this Material Transfer Agreement Form you give explicit consent in order for the NRF to process and share your personal information for the intended purpose”