



## **Naresuan University's Biological Sample or Biological Material Use Agreement**

This Agreement is made on [date] at [location], between Naresuan University, located at 99 Moo 9, Tha Pho Subdistrict, Mueang Phitsanulok District, Phitsanulok Province 65000, hereinafter referred to as the “Giver,” and ..... by ..... [authorized signatory], located at [address], hereinafter referred to as the “Recipient.”

Both parties agree to enter into this Agreement for the purpose of utilizing biological samples or biological materials and to maintain the rights pertaining to such materials under the ownership of Naresuan University, as set forth below:

### **Article 1. Responsibilities of the Assignor**

The Giver assigns ..... to act as the research provider and provide the biological samples or biological materials to the Recipient, who has been designated as a researcher authorized to receive and utilize such samples or materials.

The Giver grants permission for the Recipient to use the biological samples or biological materials. The prepared samples or materials are....., entitled to be used for a specified duration, from [start date] to [end date], as per Document No. [insert document number].

In the event the Recipient requests an extension of the usage period, the Giver may, at their discretion, approve such an extension accordingly.

### **Article 2. Ownership and Rights**

The biological samples or biological materials remain the sole property of the Giver and are to be used strictly for research purposes. The Recipient holds no ownership rights to the biological samples or biological materials, except as explicitly stated in this Agreement. Any modifications, alterations, or derivative developments resulting in income or benefits — whether direct or indirect—from commercial exploitation of the biological samples or biological materials shall be subject to mutual negotiation and agreement between the parties. Such negotiations shall be conducted in good faith and comply with the following conditions:

- (1) Support for innovation and constructive amendments; and
- (2) Adherence to applicable laws, regulations, and institutional policies.

### **Article 3. Conditions of Use**

The Recipient shall use the biological samples or biological materials solely for research and development purposes as outlined in this Agreement. The Recipient is prohibited from: using the materials for commercial or non-scientific purposes; employing them for military applications;

or licensing or transferring the materials to third parties without prior written consent from the Giver. Any such consent, if granted, shall be deemed an integral part of this Agreement.

### **Article 4. Restrictions on Use and Confidentiality**

The Recipient may not: use the biological samples or biological materials, or any associated confidential information for unauthorized research activities; engage in consulting or enter into agreements with external agencies involving usage rights; or transfer, disclose, or

disseminate the materials or related information to any third party without explicit written permission from the Giver.

#### **Article 5. Publication of Research Results**

In publishing research results in any document or media, the Recipient shall provide the Giver with a copy of every published document. These must include the research results obtained through the use, modification, or alteration of the biological samples or biological materials, whether directly or indirectly. The Recipient must include an acknowledgment recognizing the Giver as the institution that owns the biological samples or biological materials used in the research.

#### **Article 6. Limitation of Warranty and Liability**

As biological samples or biological materials are experimentally derived by nature, the Giver makes no representations or warranties, whether express or implied. This includes, but is not limited to, any warranties regarding the fitness of the biological samples or biological materials for sale or for any specific purpose, or their non-infringement of any patent, copyright, trademark, or other intellectual property rights.

The Giver shall not be held liable for any damages arising from the Recipient's use of the biological materials for any reason whatsoever. In the event of any dispute, the Recipient agrees to assume responsibility for defending and indemnifying the Giver against any losses, claims, damages, or liabilities resulting from actions by the Recipient, its personnel, or agents. This includes, but is not limited to, unauthorized use, sale, or storage of the biological samples or biological materials, or third-party legal claims, except where such damages or liabilities result directly from the Giver's own negligence or unlawful actions.

#### **Section 7. Termination of the Agreement**

This Agreement shall be terminated under the following conditions:

1. When the usage period specified in Section 1 has expired; or
2. When 30 days have elapsed from the date of receipt of a termination letter issued by either party. Termination shall not occur in cases where doing so would breach the terms of the agreement or pose a health risk to others.

Upon termination of this Agreement or upon request, the Recipient shall immediately cease using the biological samples or biological materials and comply with the Giver's instructions. This includes the return or destruction of any remaining samples or materials in the Recipient's possession, as well as the destruction or return of any related copies, samples, or models. The Recipient shall certify to the Giver that such destruction has been fully carried out.

#### **Section 8. Appendices and Associated Documentation**

The following documents shall be considered integral parts of this Agreement:

1. ....
2. ....
3. ....
4. ....

5. ....

This Agreement regarding the use of biological samples or biological materials of Naresuan University is made in two identical copies. Both parties affirm that they have read and understood the contents in full. Consequently, they have signed and, where applicable, stamped the document in the presence of witnesses. Each party shall retain one original copy for their records.

**Researcher giving Biological Samples or Biological Materials**

Signature:.....

(.....)

Department/Unit:.....

Institution:.....

**Researcher Receiving Biological Samples or Biological Materials**

Signature:.....

(.....)

Department/Unit:.....

Institution:.....

**Authorized Signatory : Giver Institution**

Signature:.....

(.....)

**Authorized Signatory : Recipient Institution**

Signature:.....

(.....)

**Witness : Giver Institution**

Signature:.....

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(.....)

**Witness : Recipient Institution**

Signature:.....

(.....)