

Rhode Island Hospital
MATERIAL TRANSFER AGREEMENT

The _____ of _____, _____ and its investigator(s) (hereinafter collectively referred to as "Recipient"), in consideration of the receipt of biological materials from Rhode Island Hospital of Providence, RI (hereinafter "RIH"), hereby agree to the following terms and conditions:

1. The biological materials and any accompanying know-how and data (hereinafter "Materials") to be provided to Recipient are as follows:
2. RIH shall provide Materials exclusively for teaching and not-for-profit research purposes only by the Recipient; Materials will not be used for in vivo testing in human subjects. Use will be in compliance with all applicable Federal, State, and local laws and regulations, including, but not limited to, animal welfare laws and regulations.
3. Materials, including any progeny thereof, are the property of RIH. Ownership of modifications and derivatives of Materials will be negotiated in good faith by the parties hereto depending upon (a) their relative contribution to the creation of said modifications and derivatives; and (b) any applicable laws and regulations relating to inventorship.
4. Recipient shall not sell or otherwise distribute Materials to a third party for any purpose. This Agreement and the resulting transfer of Material constitute a non-exclusive license to use the Material solely for teaching and not-for-profit research only. Recipient shall not use Materials for any products or processes for profit-making or commercial purposes.
5. This agreement is not assignable.
6. RIH has, or may make Materials available to others, both profit and non-profit.
7. Recipient agrees to provide RIH with a copy of any publications which contain experimental results obtained from the use of the Material. Recipient will acknowledge RIH as the source of the Material in all publications containing any data or information about the Material unless RIH indicates otherwise.
8. Recipient will arrange the return to RIH or disposal of all unused Material whenever investigation for which it has been supplied discontinues or is terminated. In the event investigator(s) transfer to another institution, a new Material Transfer Agreement is to be executed.

9. The Material hereunder provided is experimental in nature, and it is provided WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, RIH MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
10. To the extent allowable under applicable laws, Recipient agrees to indemnify, defend and hold harmless RIH and its trustees, officers, staff, representatives and agents against all damages, expenses (including without limitation legal expenses), claims, demands, suits or other actions arising from Recipient's acceptance, use and disposal of the Materials and their progeny or derivatives.

Accepted by Institution: _____

Authorized

Institutional Officer: _____

Title: _____

Signature: _____

Date: _____

Investigator: _____

Title: _____

Signature: _____

Date: _____

RIH Approval: _____

Peggy McGill, Lifespan Director
Office of Research Administration

Date: _____