

Material Transfer Agreement

PROVIDER: (Organization providing the ORIGINAL MATERIAL)	
<i>Institution Name:</i>	
<i>Address:</i>	
<i>City, State, Zip:</i>	

PROVIDER SCIENTIST:	
<i>Name:</i>	
<i>Title:</i>	
<i>Address:</i>	
<i>City, State, Zip:</i>	

RECIPIENT: (Organization receiving the ORIGINAL MATERIAL)	
<i>Company Name:</i>	
<i>Address:</i>	
<i>City, State, Zip:</i>	

RECIPIENT SCIENTIST/TEAM LEADER:	
<i>Name:</i>	
<i>Title:</i>	
<i>Address:</i>	
<i>City, State, Zip</i>	

Provide Description of ORIGINAL MATERIAL to be transferred:

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DEFINITIONS:

MATERIAL: The term "MATERIAL" shall include PROGENY, UNMODIFIED DERIVATIVES and any modification to MATERIAL, if such modified MATERIAL is substantially based on or incorporates a substantial element of ORIGINAL MATERIAL, or any modification which is not new or not unobviously distinct from ORIGINAL MATERIAL.

Terms and Conditions of this Agreement:

1. Ownership of materials and modifications or derivatives of the materials made by the recipient:
 - a) "PROVIDER and RECIPIENT" both have conceived a Contract Research Proposal entitled
" _____ "
and the proposal with amendments is hereinafter called "the Project".
 - b) The MATERIAL is the property of PROVIDER and is to be used by RECIPIENT solely for Project purposes at RECIPIENT'S Industrial facilities only (and only under the direction of the RECIPIENT'S SCIENTIST). The research is restricted to the Project described in **Schedule A**.
 - c) The RECIPIENT agrees not to transfer the MATERIAL to anyone who does not work under his or her direct supervision at RECIPIENT'S facilities without the prior written consent of PROVIDER.
 - d) If the research involving the MATERIAL results in an invention or a Modification that may be commercially useful, RECIPIENT agrees to promptly disclose the invention or Modification to PROVIDER and disclose PROVIDER'S role as supplier of the MATERIAL used as well as the role, if any, of any of PROVIDER'S employees in creating the invention or Modification. For purposes of this Agreement, an "INVENTION" is any invention or discovery, whether patentable or non-patentable, that is conceived or reduced to practice through the use of MATERIAL. Inventorship of INVENTIONS will be determined in accordance with extent of contribution. The provision of the MATERIAL to RECIPIENT shall not alter any pre-existing right to the MATERIAL.
 - e) The MATERIAL is provided at no cost.
2. Rights to publish research obtained through the use of the materials
This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT agrees to provide prior information and appropriate acknowledgement of the source of the MATERIAL in all publications.

3. Reporting and confidentiality obligations

- a. PROVIDER shall inform RECIPIENT of any toxicity, health risks, etc. associated with the MATERIAL, which are known to PROVIDER. RECIPIENT shall inform PROVIDER of any toxicity, health risks, etc. discovered through the use of the MATERIALS.
- b. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature, and PROVIDER 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 MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.
- c. RECIPIENT assumes all liability for damages, which may arise from its use, storage or disposal of the MATERIAL. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except to the extent caused by the gross negligence or wilful misconduct of the PROVIDER.
- d. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA.
- e. This Agreement will be effective till completion of RECIPIENT'S current contract research with the MATERIAL, or till termination as provide herein this agreement.
- f. RECIPIENT agrees to use reasonable efforts (which shall be at least as great as the efforts to maintain the confidentiality of its own confidential information) to maintain the MATERIAL technology in confidence, and to use the same only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information, which RECIPIENT can demonstrate:
 - a. was at the time of disclosure in the public domain;
 - b. has come into the public domain after disclosure through no fault of RECIPIENT or its employees;
 - c. was known to RECIPIENT or its employees prior to disclosure thereof by PROVIDER;
 - d. was lawfully disclosed to RECIPIENT without prior obligation of confidence by a third party who was not under an obligation of confidence to RECIPIENT with respect thereto. The foregoing obligations of confidentiality shall survive termination of this Agreement; or
 - e. was required to be disclosed by law or court order.

4. Effect and Termination

- a. The Agreement shall be effective from the date of its signing by both the Parties. The Agreement shall be valid for till -----.

- b. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on-----.
- i. On termination of this Agreement after written notice of at least one month, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of PROVIDER, return or destroy any remaining MATERIAL and MODIFICATIONS. RECIPIENT will also either destroy Modification or remain bound by the terms of agreement as they apply to MODIFICATIONS.
- ii. provisions related to Intellectual Property and absence of warranty herein shall survive termination.

5. No other rights

- a) Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of PROVIDER. In particular, no rights are provided to use the MATERIAL or MODIFICATIONS and any related patents of PROVIDER for any profit-making or commercial purposes, such as sale of the MATERIAL or MODIFICATIONS, use in manufacturing, provision of a service to a third party in exchange for consideration.
- b) If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies)

The following additional or alternate terms are also agreed to by the parties:

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I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

PROVIDER: (Organization providing the ORIGINAL MATERIAL)	
Authorized Institutional Representative (Print name):	
Title:	
Institution:	
Address:	
City, State, Zip:	
Signature:	

PROVIDER SCIENTIST: (Organization providing the ORIGINAL MATERIAL)	
Print name:	
Title:	
Institution:	
Address:	
City, State, Zip:	
Signature:	

RECIPIENT: (Organization receiving the ORIGINAL MATERIAL)	
Authorized Institutional Representative (Print name):	
Title:	
Institution:	
Address:	
City, State, Zip:	
Signature:	

RECIPIENT SCIENTIST: (Organization receiving the ORIGINAL MATERIAL)	
Print name:	
Title:	

<i>Institution:</i>	
<i>Address:</i>	
<i>City, State, Zip:</i>	
<i>Signature:</i>	

SCHEDULE- A

BACKGROUND IP/MATERIAL BELONGING TO PROVIDER:	
<i>Original Material:</i>	
<i>Progeny:</i>	
<i>Unmodified Derivatives:</i>	

BACKGROUND IP BELONGING TO RECIPIENT:	
<i>Product:</i>	
<i>Process:</i>	

RESEARCH PROJECT (Brief Description):