

MATERIAL TRANSFER AGREEMENT

PROVIDER ORGANIZATION

Name: _____

Organization: _____

Address: _____

RECIPIENT

Authorized Official (Please, type or print) : _____

Organization: _____

Address: _____

In response to the RECIPIENT's request for the MATERIAL identified as:

the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

2. The MATERIAL will be used for teaching and academic research purposes only and, specifically, only for and within the following research project:

3. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate Letter Agreement, to other scientists (at least those at nonprofit organizations or government agencies).

4. The RECIPIENT agrees to make available to PROVIDER a copy of any publication reporting results related to changes or improvements to the MATERIAL at least thirty (30) days prior to publication with the purpose of ensuring protection to PROVIDER'S intellectual property. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

5. The RECIPIENT will not apply for patent protection claiming the MATERIAL, or methods requiring use of the MATERIAL without the express prior written consent of the PROVIDER.

6. Any MATERIAL delivered pursuant to this Letter Agreement is understood to be experimental in nature. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED 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 PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use of the MATERIAL. The PROVIDER will not be liable to the 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 the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

7. The 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.

The RECIPIENT and the RECIPIENT SCIENTIST should SIGN both copies of this letter, INITIAL all four pages and return one signed and initialled copy to the PROVIDER SCIENTIST.

PROVIDER ORGANIZATION

Organization: _____

Address _____

Name: _____

Title: _____

Signature: _____

Date: _____

PROVIDER SCIENTIST

Organization: _____

Address _____

Name: _____

Title: _____

Signature: _____

Date: _____

RECIPIENT SCIENTIST

Organization: _____

Address: _____

Name: _____

Title: _____

Signature: _____

Date: _____

RECIPIENT ORGANIZATION APPROVAL

Authorized Official: _____

Title: _____

Address: _____

Signature: _____

Date: _____