

## STANDARD MATERIAL TRANSFER AGREEMENT

# For the Transfer of Chemicals Between Non-profit Organizations

The Provider and Recipient identified below hereby agree to be bound by the terms set forth in the attached Exhibit A, and Exhibit B if applicable, to govern the transfer of the Material described herein. Each party represents that it has made no changes to the attached Exhibit A or Exhibit B as published by the Association of University Technology Managers and available on their website, except as modified by the checked boxes in Exhibit B.

*If checked, this Agreement is also subject to additional terms and conditions set forth on the attached Exhibit B. In the event of a conflict between any specific terms or conditions in Exhibit A and Exhibit B, Exhibit B shall govern.*

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**Provider** (the organization providing the Material)

Name:

Address:

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**Provider Scientist**

Name:

Title:

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**Material** (description of the material being transferred)

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**Recipient** (the organization receiving the Material)

Name:

Address:

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**Recipient Scientist**

Name:

Title:

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**Shipping Address**

Name:

Address:

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**Provider Authorized Signatory**

Signature:

Print Name:

Title:

Date:

**Recipient Authorized Signatory**

Signature:

Print Name:

Title:

Date:

## Exhibit A

### Standard Terms

#### I. Definitions:

1. Provider: Organization providing the Material. The name and address of this party is specified on page 1 of this Agreement.
2. Provider Scientist: The name and address of this party is specified on page 1 of this Agreement.
3. Recipient: Organization receiving the Material. The name and address of this party is specified on page 1 of this Agreement.
4. Recipient Scientist: The name and address of this party is specified on page 1 of this Agreement.
5. Material: The description of the material being transferred is specified on page 1 of this Agreement.
6. Commercial Purposes: The sale, lease, license, or other transfer of the Material to a for-profit organization. Commercial Purposes shall also include uses of the Material by any organization, including Recipient, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the Material for Commercial Purposes per se, unless any of the above conditions of this definition are met.
7. Nonprofit Organization(s): A university or other institution of higher education or a not for profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified under a federal, state or local jurisdiction's nonprofit organization statute. As used herein, the term also includes national, state or local government agencies.

#### II. Terms and Conditions of this Agreement:

1. The Provider retains ownership of the Material
2. The Recipient retains ownership of substances created by Recipient through the use of the Material
3. The Recipient and the Recipient Scientist agree that the Material:
  - a. is to be used solely for Nonprofit Organizations' research purposes;
  - b. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider;
  - c. is to be used only at the Recipient organization and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision; and
  - d. will not be transferred to anyone else within the Recipient organization without the prior written consent of the Provider.
4. The Recipient and the Recipient Scientist agree to refer to the Provider any request for the Material from anyone other than those persons working under the Recipient Scientist's direct supervision. To the extent supplies are available, the Provider or the Provider Scientist agrees to make the Material available, under an agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at Nonprofit Organization(s)) who wish to replicate the Recipient Scientist's research; provided that such other scientists reimburse the Provider for any costs relating to the preparation and distribution of the Material.
5. The Recipient and/or the Recipient Scientist shall have the right, without restriction, to distribute substances created by the Recipient through the use of the Material only if those substances do not contain or incorporate the Material.

6. The Recipient acknowledges that the Material is or may be the subject of a patent or patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, no express or implied licenses or other rights are provided to use the Material, or any related patents of the Provider for Commercial Purposes.
7. If the Recipient desires to use or license the Material 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), subject to any pre-existing rights held by others.
8. The Recipient is free to file patent application(s) claiming inventions made by the Recipient through the use of the Material but agrees to notify the Provider upon filing of any such patent applications claiming method(s) of manufacture or use(s) of the Material.
9. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. 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.
10. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage or disposal 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.
11. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material. The Recipient Scientist agrees to provide appropriate acknowledgment of the source of the Material in all publications.
12. The Recipient agrees to use the Material in compliance with all applicable statutes and governmental regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.
13. This Agreement will terminate on the earliest of the following dates:
  - a. on completion of the Recipient's current research with the Material, or
  - b. on thirty (30) days written notice by either party to the other, or
  - c. on the date specified in Exhibit B, provided that:
    - i. if termination should occur under 13(a) or (c) above, the Recipient will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material;  
and
    - ii. in the event the Provider terminates this Agreement under 13(b) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the Provider will defer the effective date of termination for a period of up to one year, upon request from the Recipient, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, Recipient will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material.
14. Paragraphs 6, 9, and 10 shall survive termination.



## Exhibit B

### Optional Terms

*If checked, the following terms apply to this Agreement:*

This Agreement shall terminate on \_\_\_\_\_  
Upon termination, the Recipient will either destroy any remaining Material  
or return it to the Provider, as directed by the Provider.

A transmittal fee of \_\_\_\_\_ shall be paid by  
Recipient to Provider, for preparation and distribution costs.

The Recipient intends to use the Material for purposes  
including but not limited to those described below:

To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about the Material that is stamped "Confidential" ("Confidential Information"). Any oral disclosures from Provider to Recipient shall be identified as being Confidential Information by notice delivered to Recipient within ten (10) days after the date of the oral disclosure. Confidential Information does not include information that:

- a. has been published or is otherwise publicly available at the time of disclosure to the Recipient;
- b. was in the possession of or was readily available to the Recipient without being subject to a confidentiality obligation from another source prior to the disclosure;
- c. has become publicly known, by publication or otherwise, not due to any unauthorized act of the Recipient;
- d. Recipient can demonstrate it developed independently, or acquired without reference to or reliance upon Confidential Information; or
- e. is required to be disclosed by law, regulation, or court order.

Additional binding terms: