



Technology Transfer and Commercialization Simple Material Transfer Agreement

November 09



Simple Material Transfer Agreement (Incoming/Outgoing) for Not-for-Profit Institutions

The Provider's proprietary material, _____ ("Material"),
Created by _____ ("Scientist"),
Has been requested by _____ ("Recipient"),
On behalf of _____ ("Investigator"),
For the following use: _____ ("Research").
As of _____ ("Effective Date")

And in consideration for receiving Material, Recipient agrees to the following:

1. Material is for use by Investigator for research and experimental purposes only. Material shall not be used in humans. Material may not be used for any commercial purpose, including but not limited to research conducted under any sponsored research agreement, except for the following sponsored research project:

(This sponsored research agreement is attached as Attachment A)

Material is to be used solely by Investigator and his /her collaborators under Investigator's direct supervision and is not to be distributed to other parties, either on or off of the Recipient's campus.

2. No invention that contains or incorporates said Material, any unmodified derivatives thereof, or the use of Material or unmodified derivatives thereof shall be commercialized without Provider's written consent. Subject to the rights granted hereunder, Recipient agrees that no other rights are given or implied by this Agreement.
3. The Provider shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.
4. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Provider MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT. Recipient shall use Material in an appropriate safe manner in compliance with all applicable Federal, State, and local laws, regulations and guidelines.

5. Except for use in the Research and Teaching, Recipient agrees to hold in confidence any and all information disclosed to Recipient and further agrees not to disclose such information to third parties or use such information for five (5) years from the date of its receipt, unless such information:
 - Was in the public domain at the time of disclosure
 - Later became part of the public domain through no act or omission of the Recipient, its employees, agents, successors or assigns
 - Was lawfully disclosed to the Recipient by a third party having the right to disclose the information
 - Was already known by the Recipient at the time of disclosure
 - Was independently developed by the Recipient
 - Is required by law or court order to be disclosed; provided, however, Recipient shall provide notice to [the academic association] prior to such required disclosure in order to allow Provider to seek to prevent or limit such disclosure
6. In no event shall the Provider be liable for any use by Investigator or Recipient of the Material or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. Except where limited by Federal law, or to the extent authorized by the constitution and laws of the state governing the Recipient, the Recipient, if Recipient is not a PASSHE University, agrees to indemnify and hold harmless the System, Provider, their trustees, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to this Agreement and the use by Recipient of the results obtained from Research.
7. Any publication containing experimental results obtained with the use of Material shall acknowledge the source of Material, in a scientifically appropriate manner, and a copy of any such publication shall be provided to the Scientist.
8. This Agreement shall terminate _____ years after the Effective Date. Upon such termination, Recipient shall destroy all unused Material.
9. The Agreement will be governed under the laws of the State of Pennsylvania and is not assignable.
10. The Material contains third party rights as outlined in Attachment(s) A [B, and C] that is [are] attached and incorporated into this Agreement. [add any other third party issues here]
11. [If animals, include the following] The Material is an animal and can be cross-bred. Any cross-bred progeny and descendants of the cross-bred progeny are not included in the term "Material". Inventorship of any cross-bred Material shall be determined in accordance with U.S. patent law. It is understood and agreed that Provider retains sole ownership of the Material contained in any such cross-bred animals.



The parties have executed this Agreement as of the Effective Date.

Provider:

Provider Official Name

Provider Official Title

Provider Official Signature Date

Recipient:

Recipient Official Name

Recipient Official Title

Recipient Official Signature Date

Recipient Address



Read and Understood by Investigator:

Investigator Name

Investigator Title

Investigator Signature

Date

Reviewed by University Legal Counsel:

University Legal Counsel Name

University Legal Counsel Title

University Legal Counsel Signature

Date