

BROWN UNIVERSITY OUTGOING MATERIAL TRANSFER AGREEMENT

To: \_\_\_\_\_ Date: \_\_\_\_\_  
Recipient Scientist  
\_\_\_\_\_  
Recipient Institution  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City, State, Zip

Subject: *Agreement for Providing Materials and Related Information and/or Data for Testing, Evaluation, and/or Research Purposes*

Dear \_\_\_\_\_ :

In response to your request for the "Material" identified as:

\_\_\_\_\_  
\_\_\_\_\_  
from the laboratory of Professor \_\_\_\_\_ at Brown University. Brown University agrees to provide this Material to RECIPIENT INSTITUTION for conducting research under the direction of RECIPIENT SCIENTIST under the following Terms and Conditions:

1. The Material (defined herein as the original material and all modifications and derivatives produced from the original material) will be used for non-clinical research purposes only and WILL NOT BE USED ON HUMANS.
2. The Material will be used solely for studies conducted under the supervision of the RECIPIENT SCIENTIST and will not be distributed to others or used for any other purposes, except as provided hereunder, without written permission from Brown University.
3. It is understood that the Material is the proprietary property of Brown University and said Material, including all modifications and derivatives produced from the original materials, shall not be incorporated into a commercial product or used in any commercial application, including drug screening, without a license from Brown University. It is understood that no right to a license is given, implied, or intended by this Agreement. Further, Brown makes no representation that the use of the Material will not infringe any patent or other proprietary right.
4. Should your use of the Material result in potentially valuable commercial property, you will promptly notify Brown University. Further, RECIPIENT SCIENTIST and RECIPIENT agree to provide appropriate acknowledgment of the source of the Material in all publications and to provide a copy of such publications to Brown University.
5. Brown University's rights to distribute the Material to other commercial and non-commercial organizations are not limited in any way by this Agreement.
6. You agree to use the Material in a safe manner and in compliance with Federal, State, and local laws, regulations, and guidelines, including the Guidelines of the National Institutes of Health.

7. THE RECIPIENT SCIENTIST AND INSTITUTION ACKNOWLEDGE THE EXPERIMENTAL NATURE OF THE MATERIAL AND THAT IT IS PROVIDED ON AN "AS IS BASIS" WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, AND THAT BROWN UNIVERSITY HAS NO LIABILITY IN CONNECTION WITH ITS USE, STORAGE, HANDLING, OR TRANSPORTATION. Further the RECIPIENT SCIENTIST and RECIPIENT agree to waive all claims against Brown University and to defend and indemnify Brown University from all claims and damages arising from actions by the RECIPIENT SCIENTIST and/or RECIPIENT related to their use of the Material.
8. The Material is being provided upon receipt of a one-time Fee of \$ \_\_\_\_\_, to cover the costs of making, packaging, and transferring the Material. PAYMENT SHOULD BE MADE TO BROWN UNIVERSITY AND SENT TO BROWN UNIVERSITY, BOX 1949, PROVIDENCE, RI 02912.
9. **If the above terms are acceptable, please have two copies of this document signed by the RECIPIENT SCIENTIST and the Authorized Official of the Recipient Institution and return them to:**

Leonard Katzman, Esq.  
 Director of Technology Commercialization  
 Brown University  
 Box 1949, 47 George Street  
 Providence, RI 02912  
 Email: [Leonard\\_Katzman@brown.edu](mailto:Leonard_Katzman@brown.edu)  
 Phone: 401.863.9896  
 Fax: 401.863.9822

Sincerely,

\_\_\_\_\_  
 Brown University Provider Scientist

*Accepted and Agreed:*

*For Brown University:*

\_\_\_\_\_  
 Recipient Scientist

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Leonard Katzman, Esq.

\_\_\_\_\_  
 Authorized Official of  
 Recipient Institution

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Recipient Institution