

Form D

MATERIAL Transfer Agreement (MTA)

This is an agreement made in order to protect certain BIOLOGICAL MATERIAL of (PROVIDER) intends to supply to (RECIPIENT) in response to the RECIPIENT'S request as identified below,

RECIPIENT SCIENTISTS:

1.

Address:

PROVIDER SCIENTISTS:

1.

Address:

THE BIOLOGICAL MATERIAL identified as

Both parties agree as follows:

1. The BIOLOGICAL MATERIAL is the sole property of the PROVIDER and is made available as a service to the research community. The RECIPIENT shall have no right in the BIOLOGICAL MATERIAL other than as provided in this agreement. Ownership of modifications and direct/indirect derivatives of BIOLOGICAL MATERIAL, and income arising from commercializing the direct/indirect derivatives of BIOLOGICAL MATERIAL shall be negotiated in good faith by the parties hereto depending upon (a) their relative contribution to the creation of said modifications and derivatives, and (b) applicable laws and regulations relating to the inventorship.

2. The BIOLOGICAL MATERIAL will be used for research purposes only and will not be used for commercial purposes or military scientific or sublicensed to any third party unless the Recipient is given written permission by the Provider.

3. The BIOLOGICAL MATERIAL and/ or PROVIDER'S confidential information concerning the BIOLOGICAL MATERIAL will not be used in research that is subject to consulting or licensing obligation to another organization or transferred, further distributed, released or disclosed to others without written permission from the PROVIDER. This agreement and the resulting transfer of the BIOLOGICAL MATERIAL constitute a non-exclusive license to use the BIOLOGICAL MATERIAL solely for basic research or other not-for-profit purpose and specifically as described in the attached research proposal (Title of Protocol) prepared by the RECIPIENT.

4. The RECIPIENT agrees to provide the PROVIDER with a copy of any publication, which contains experimental results obtained from the use of the BIOLOGICAL MATERIAL, modifications of BIOLOGICAL MATERIAL and direct/indirect derivatives of the BIOLOGICAL MATERIAL. The RECIPIENT

shall acknowledge the PROVIDER as the source of the BIOLOGICAL MATERIAL in all publications containing any data or information about the BIOLOGICAL MATERIAL, modifications of the BIOLOGICAL MATERIAL, and direct/ indirect derivatives of the BIOLOGICAL MATERIAL unless the PROVIDER, indicates otherwise.

5. Because the BIOLOGICAL MATERIAL is experimental in nature, IT IS PROVIDED WITH NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED.THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. In no event shall PROVIDER be liable for any use of the BIOLOGICAL MATERIAL, and the RECIPIENT hereby agrees to defend, indemnify and hold the PROVIDER, its employees and agents harmless from any loss, claim, damage, or liability, which may arise from the RECIPIENT'S use, storage and disposal of the BIOLOGICAL MATERIAL or made against the RECIPIENT by any party, except to the extent such loss, damage or liability is the direct result of the PROVIDER'S negligence or legal wrongdoing.

6. This Agreement will terminate on the earliest of the following dates:

- a) on completion of the RECIPIENT'S current research with the BIOLOGICAL MATERIAL, or
- b) on thirty (30) days written notice by either party to the other, or
- c) on the date specified in an implementing letter, provided that:
 - i) if termination should occur under 6 (a) or (b) above, the RECIPIENT, will discontinue it's use of the BIOLOGICAL MATERIAL and will, upon direction of the PROVIDER, return or destroy the modifications or remain bound by the terms of this agreement as the apply to modifications; and
 - ii) in the event the PROVIDER terminates this Agreement under 6 (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 RECIPIENT will discontinue it's use of the BIOLOGICAL MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining BIOLOGICAL MATERIAL including all it's copies, sample and replication and the RECIPIENT shall certify such destruction to the PROVIDER.

Accepted by:

PROVIDER INSTITUTION APPROVAL	RECIPIENT INSTITUTION APPROVAL
Signature (.....) Position Date	Signature (.....) Position Date
PROVIDER SCIENTISTS	RECIPIENT SCIENTISTS
Signature (.....) Position Date	Signature (.....) Position Date

