Standard Material Transfer Agreement

For the Transfer of Biological Material s Mfgreemen

Exhibit A
Standard Terms

I. DEFINITIONS:

1. **Provider**: Organization providing the Original 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 Original 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. **Original Material**: The description of the Material being transferred is specified on page 1 of this Agreement.

6. **Material**: Original Material, Progeny, and Unmodified Derivatives. The Material shall not include: (a) Modifications, or (b) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny, or Unmodified Derivatives.

7. **Progeny**: Unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

8. **Unmodified Derivatives**: Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

9. **Modifications**: Substances created by the Recipient which contain/incorporate the Material.

10. **Commercial Purposes**: The sale, lease, license, or other transfer of the Material or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the Material or Modifications 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 or Modifications to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the Material or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met.

11. **Nonprofit Organization**: 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:

results from the collaborative efforts of the Provider and the Recipient, joint ownership may be negotiated.

3. The Recipient and the Recipient Scientist agree that the Material:

   (a) is to be used solely for teaching and academic 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 laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision; and

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