



TTU SYSTEM MATERIAL TRANSFER AGREEMENT

This Agreement is entered into by and between

Hereinafter referred to as the "COMPANY"

AND

[public sector research party]

hereinafter referred to as the "RECIPIENT".

The Receiving Party agrees to the following conditions under which a sample of **[INSERT DESCRIPTION]** will be supplied by COMPANY. Such material and information and any parts, copies, proceeds, derivations, innovations, inventions or transformations which may be obtained by the Receiving Party of, or as a result of, same will be referred to hereinafter as "Material".

In response to your request, please sign this agreement before you receive the above-identified Biological Material.

The Material described above was developed at COMPANY and is considered the proprietary property of COMPANY.

In consideration for access to the above-identified Biological Material, RECIPIENT agrees to the following terms and conditions:

1. RECIPIENT may not distribute the Biological Material provided herein to any other party.
2. RECIPIENT may only use the Biological Material for the following scientific research purposes: _____ **[TO BE COMPLETED]**. RECIPIENT shall use the Material in appropriate containment conditions only for the purposes described below and no derivatives of the Biological Material may be distributed to any third party. **[SHOULD A PROTOCOL BE NECESSARY ATTACH AS APPENDIX A]**
3. The Biological Material and any derivatives thereof may not be commercialized without a license from COMPANY or its assignee.
4. It is expressly understood that no right to an option or license is given or implied by this agreement.
5. The Material will not be used for commercial purposes without prior written permission of COMPANY. In case of permission, conditions and compensation for such permission will be negotiated upon.
6. RECIPIENT shall not use the Material in research that is subject to any consulting or licensing obligation to any third party regardless of whether or not such an obligation presently exists or previously existed or may be entered into in the future, without the prior written permission of COMPANY.
7. COMPANY shall retain all right, title and interest in and to the Material. Further, the Receiving Party acknowledges that the Material may be subject to patent rights of COMPANY and/or of third parties. Any discovery, composition of matter and other inventions conceived, reduced to practice or otherwise made by RECIPIENT using the Material shall be owned by COMPANY. RECIPIENT shall promptly notify COMPANY of any inventions, whether patentable or not, from using the Material.
8. If RECIPIENT desires to publish about the results on the Material, RECIPIENT will need the prior written approval of COMPANY. The source of the Material will be acknowledged or properly referred to in all publications by RECIPIENT.

9. RECIPIENT shall keep all information related to the Material strictly confidential irrespective whether such information was received from COMPANY or generated by RECIPIENT itself under this agreement. This obligation is not applicable for information which is already publicly available or becomes publicly available after signature of this agreement through no fault of RECIPIENT.
10. RECIPIENT understands that the Material is for research purposes and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. COMPANY makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right. Recipient shall hold COMPANY harmless from any loss, claim, damage, illness, or injury to persons or property whatever the cause may be arising out of or pertaining to RECIPIENT's use of the Material.
11. In no event shall COMPANY be liable for any use by RECIPIENT of the Material or any loss, claim, damage, or liability of whatsoever kind of nature, which may rise from or in connection with this agreement or the use, handling or storage of the Material. RECIPIENT will hold COMPANY harmless and indemnify COMPANY for any loss from RECIPIENT's use, handling, storage or other activity connected with the Material.
12. Please sign both copies of this letter, return a signed copy to COMPANY and upon receipt, the Biological Material described above will be sent to you.

RECIPIENT:

BY:

 Signature
 [Name and Title]

 Date

 Date

[ORGANIZATION]
 [address]