



MATERIAL TRANSFER AGREEMENT

OGRD # _____

I. PARTIES

This Material Transfer Agreement (MTA) is made and entered into this Day of Month, Year, by and between Washington State University (WSU), an institution of higher education and an agency of the state of Washington, whose principal address is Neill Hall 4th floor, Pullman, WA 99164-3140, and [Company Name] (PROVIDER), [Company's legal status and address]. In this MTA, the above entities are jointly referred to as PARTIES.

II. PURPOSE

The WSU desires to obtain from the PROVIDER certain novel materials and related information for its normal research use.

III. GENERAL TERMS AND CONDITIONS

The PROVIDER is willing to make such materials and information available to the WSU subject to the following terms and conditions.

- 3.1. Material and Information. PROVIDER has a proprietary interest in, ["Provide material names, identification, etc."] together with any progeny, replications, unmodified derivatives, or parts thereof (RESEARCH MATERIAL) and any related confidential or proprietary information (CONFIDENTIAL INFORMATION). [If necessary provide quantities provided]
- 3.2. Ownership of RESEARCH MATERIAL. PROVIDER retains all right, title, and interest to the RESEARCH MATERIAL and CONFIDENTIAL INFORMATION. This MTA does not restrict the PROVIDER'S rights to use or distribute the RESEARCH MATERIAL or CONFIDENTIAL INFORMATION to other commercial or non-commercial entities.
- 3.3. Use of Material. WSU agrees that the RESEARCH MATERIALS and CONFIDENTIAL INFORMATION: (a) will only be used by the WSU and only for the purpose of research, experimentation, or evaluation described with specificity as follows: The RESEARCH MATERIAL will be used to determine (a)[explain use of materials] (b) will be used in accordance with federal, state and local laws, regulations, and

guidelines; (c) will only be used in the WSU Scientist's laboratory; (d) will NOT be used in human subjects; (e) will NOT be used for any commercial purposes or applications; and (f) will be used with caution and prudence since all the of the RESEARCH MATERIAL'S characteristics are not known.

- 3.4. Distribution and Control. The RESEARCH MATERIAL and CONFIDENTIAL INFORMATION shall remain under the WSU Scientist's immediate and direct control and may only be shared with co-employees directly involved in the research and evaluation described in Article 3.3 above. WSU shall fully advise such employee(s) of the terms and conditions of this MTA. WSU agrees not to transfer, distribute, or disclose the RESEARCH MATERIAL and CONFIDENTIAL INFORMATION to any third party without the prior written permission of the PROVIDER, and WSU will direct any third party requests to PROVIDER. The RESEARCH MATERIAL and/or CONFIDENTIAL INFORMATION may be the subject of a patent application. It is recognized by WSU that such commercial purposes may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the RESEARCH MATERIAL and/or CONFIDENTIAL INFORMATION.
- 3.5. Duration and Termination. This MTA is effective date of last signature and may be terminated, without cause, at any time by either party giving thirty (30) days prior written notice to the other party. Unless earlier terminated, this MTA shall expire three (3) years from the effective date of this MTA. Articles 3.2, 3.7, 3.6, 3.8, 3.9, 3.11, and 3.12 and any other article that by their nature are intended to survive shall survive any expiration or termination of this MTA, for a period of three (3) years after said expiration or termination.
- 3.6. Return of Material. Upon completion of this MTA or in the event that either party terminates this MTA, WSU shall promptly return or destroy the RESEARCH MATERIAL and CONFIDENTIAL INFORMATION as may be requested by the PROVIDER.
- 3.7. Confidentiality. WSU agrees to hold CONFIDENTIAL INFORMATION in confidence and utilize all reasonable efforts to avoid unauthorized use, disclosure, publication, or dissemination of CONFIDENTIAL INFORMATION. WSU shall protect CONFIDENTIAL INFORMATION with the same degree of care as it applies to its own. WSU shall have no obligation of confidentiality with respect to information received, which:
 - 3.7.1 at the time of its receipt is generally available in the public domain, or thereafter becomes available to the public through no act or omission of WSU

- 3.7.2 was independently known or developed by WSU prior to receipt thereof from PROVIDER, as shown by prior, legally competent, written records of WSU
 - 3.7.3 is made available to WSU as a matter of lawful right by a third party without breach of any nondisclosure obligation and without restriction on disclosure
 - 3.7.4 is required to be disclosed by law, court order or regulation
 - 3.7.5 is authorized for disclosure in writing by PROVIDER
 - 3.7.6 is reasonably ascertained by WSU or PROVIDER to create a risk to a trial subject or to public health and safety.
- 3.8. Inventions. WSU, or its designee the Washington State University Research Foundation (WSURF), shall notify PROVIDER, in confidence, of any inventions that are conceived and reduced to practice through the use of the RESEARCH MATERIAL and CONFIDENTIAL INFORMATION within thirty (30) days of WSU receipt of invention disclosure forms from WSU inventors. PROVIDER shall be entitled to a royalty-free, non-exclusive worldwide license to use any such new invention for non-commercial purposes only. Inventorship in inventions arising from WSU'S use of the RESEARCH MATERIAL or CONFIDENTIAL INFORMATION (INVENTION) shall be determined by the patent laws of the United States, taking into account the role and contribution of personnel from PROVIDER and from WSU in making such INVENTION. The ownership of such INVENTION shall be consistent with inventorship. No INVENTION based upon said RESEARCH MATERIAL, any derivatives thereof, or the use of RESEARCH MATERIAL or derivatives thereof shall be commercialized without license from PROVIDER. PROVIDER reserves all intellectual property rights in the RESEARCH MATERIALS.
- 3.9. Right to License. WSU acknowledges and agrees that it obtains no rights under this MTA to commercialize any products incorporating the RESEARCH MATERIALS or CONFIDENTIAL INFORMATION, and that PROVIDER makes no representations that it is willing or able to license RESEARCH MATERIALS or CONFIDENTIAL INFORMATION to WSU for commercialization. Neither party is by this MTA granting the other party any license to its proprietary information, whether patented or unpatented, except to perform the research and evaluation activities contemplated by this MTA. WSU agrees that PROVIDER has and will continue to retain all right, title, interest in and to the RESEARCH MATERIAL and CONFIDENTIAL INFORMATION transferred pursuant to this MTA as well as any materials or information that could not have been made but for PROVIDER'S RESEARCH MATERIAL or CONFIDENTIAL INFORMATION.
- 3.10. Report and Publications. WSU agrees, upon the request of the PROVIDER, to provide the PROVIDER with a written or oral report under confidentiality detailing the results obtained in the research. If

WSU desires to present or publish the findings of the research or evaluation, WSU agrees to use every reasonable and /or practicable effort to submit to PROVIDER copies of intended publications not less than sixty (60) days before submission for publication except as provided by section 3.7 of this Agreement. WSU will comply with PROVIDER'S request to delete any CONFIDENTIAL INFORMATION owned by PROVIDER. In any publication, the PARTIES will consider joint authorship and acknowledge the contribution of the other party as appropriate.

- 3.11. Warranty. WSU acknowledges that the RESEARCH MATERIAL is experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE MATERIAL. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPERTY OR PROPRIETARY RIGHTS.
- 3.12. Liability and Indemnification. WSU shall be liable for all damages, expenses, and losses that may arise from its possession, use, storage, or disposal of the RESEARCH MATERIAL and/or CONFIDENTIAL INFORMATION. WSU agrees to indemnify, and hold harmless PROVIDER, its board of regents, officers, employees, agents, and consultants from and against any and all liabilities, claims, demands and damages arising in WSU's negligent performance of this MTA.
- 3.13. Assignment. WSU shall not assign this MTA or any rights hereunder without the prior written consent of PROVIDER.
- 3.14. Severance. The legality or invalidity of any provisions of the MTA shall not impair, effect or invalidate any other provisions of this MTA.
- 3.15. Facsimiles. Any facsimile transmission of the MTA that is signed by a duly authorized representative of each party shall be legally binding and enforceable; however the PARTIES will make every reasonable effort to execute duplicate originals of the MTA.
- 3.16. Entire Agreement. This MTA constitutes the entire agreement between the PARTIES with respect to the transfer of the RESEARCH MATERIAL, identified in this Agreement, to WSU and supersedes all prior agreements, understandings and communications, oral or written, relating to the subject matter hereof, and shall not be modified, altered or amended except by mutual written agreement of both PARTIES.
- 3.17. Fees and Shipment. The PROVIDER agrees to cover the cost of shipping said materials to WSU.

IN WITNESS WHEREOF, the PROVIDER and the WSU have caused this MTA to be executed by their respective duly authorized officers.

**PROVIDER AUTHORIZED OFFICER
OFFICER/SIGNATORY**

WSU

AUTHORIZED

By:_____

By:_____

Name:

Dan Nordquist

Title:

Director, OGRD

Company Name

Washington State University

Company Address

Neill Hall 4th floor,

PO Box 643140

Company Address

Pullman WA 99164-3140

Company Address

Date:_____

Date:_____

The individual Scientists acknowledge and understand the terms set forth in this Agreement.

PROVIDER SCIENTIST

WSU SCIENTIST

By:_____

By:_____

Name:

Title:

Address:

Date:_____

Date:_____