

Material Transfer Agreement
For the Transfer of Patented/Patent Pending Material(s) and Proprietary Information
To a Non-profit Organization
UTTyler Ref. No. _____

PURPOSE, OR THAT THE USE OF THE RESEARCH MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the RESEARCH MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.

9. The RECIPIENT agrees to use the RESEARCH MATERIAL in compliance with all applicable statutes and regulations.

10. The RESEARCH MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [insert fee]

11. Either PROVIDER or RECIPIENT may unilaterally terminate this Agreement at any time by giving written notice to the other Party at least thirty (30) days prior to the desired termination date.

12. RECIPIENT shall retain title to any patent or other intellectual property rights in MODIFICATIONS made by its employees using the RESEARCH MATERIALS in the course of the RESEARCH PROJECT. However, the PROVIDER shall retain title to any patents or other intellectual property rights in ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.

13. This MTA shall be construed in accordance with Texas law.

14. The provisions of Paragraphs 6, 7, 8, 12, 13 and 17 of this Agreement will survive expiration or termination.

15. The undersigned PROVIDER and RECIPIENT expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

16. Each Party hereto has caused this Agreement to be executed on its behalf in duplicate, each of which duplicate shall be deemed to be an original, to be effective when signed by duly authorized representatives of all Parties.

17. In consideration of receiving for review from PROVIDER a copy of unpublished documents relating to RESEARCH MATERIALS and bearing the title(s) indicated below and any other documents, data and knowledge pertaining to those RESEARCH MATERIALS or engaging in discussions with researchers at PROVIDER regarding those RESEARCH MATERIALS and further progress not yet published, (collectively referred to hereinafter as "PROPRIETARY INFORMATION"), RECIPIENT agrees as follows:

a. RECIPIENT agrees not to disclose any portion of the PROPRIETARY INFORMATION to any third party without prior written permission from PROVIDER, shall use reasonable care to maintain the confidentiality of the PROPRIETARY INFORMATION with at least the same degree of care as is exercised in respect of RECIPIENT'S own proprietary information, and shall disclose the PROPRIETARY INFORMATION only to those of RECIPIENT'S employees who have a need to review the PROPRIETARY INFORMATION for the purposes specified in paragraph 18d below.

b. The following information categories are excluded from the confidentiality obligation of Paragraph a:

i. Information that was known to RECIPIENT about the PROPRIETARY INFORMATION prior to disclosure under this Agreement;

ii. Information about the PROPRIETARY INFORMATION that is or becomes generally available to the public through no fault of RECIPIENT;

iii. Information about the PROPRIETARY INFORMATION that is subsequently made available to RECIPIENT from any third party that is not under a confidentiality obligation to PROVIDER.

c. This Agreement does not grant any license rights under the PROPRIETARY INFORMATION.

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d. RECIPIENT represents that the purpose of requesting the PROPRIETARY INFORMATION is only to perform non-profit research under the RESEARCH PROJECT. RECIPIENT further represents that its request for the PROPRIETARY INFORMATION is not to form the basis for filing a patent application or instituting any other proceeding in a ny p atent of fice or court. RECIPIENT agrees not to use the PROPRIETARY INFORMATION except for the purposes stated in this Agreement.

e. RECIPIENT'S obligations under this Agreement shall remain in effect for five (5) years from the date specified above.

f. PROPRIETARY INFORMATION document title(s):

18. Any additional requirements:

a. The RECIPIENT agrees to acknowledge the source of the RESEARCH MATERIAL in any oral presentations or written publications concerning the RESEARCH PROJECT unless requested otherwise by PROVIDER.

b. No later than one month before a publication concerning results obtained with the RESEARCH MATERIAL is going to be submitted, RECIPIENT agrees to send a copy or draft of the paper to the PROVIDER's Investigator. If there is no publication, the RECIPIENT agrees to communicate the results of the studies concerning the RESEARCH MATERIAL to the PROVIDER's Investigator.

SIGNATURES BEGIN ON NEXT PAGE

