**Material Transfer Agreement**

This Material Transfer Agreement (“Agreement”) is made as of \_\_\_\_\_ (“Effective Date”), between University of Houston (“Provider”)having offices at 4302 University Drive, E. Cullen Building 316, Houston, TX 77204-2015 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Recipient”), having offices at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, Provider possess certain material that it is willing to provide to Recipient for the specific Purpose as set forth below;

WHEREAS, Recipient is willing to receive and desires to use Providers’ material subject to the terms and conditions set forth herein;

The “Materials” which belong to Provider, consist of ***\_\_\_\_\_,*** developed by \_\_\_\_ and, including any progeny and/or unmodified derivatives thereof

Provider asks that Recipient and Recipient Scientist agree to the following before Recipient receives Material:

1. **Contract Terms:** Recipient acknowledges that Material is the property of Provider and is provided to Recipient for the sole purpose listed below (the “Purpose”):

Recipient agrees that it will not use the Materials for commercial purposes, including the filing of patent applications, without the express written consent of Provider. Commercial purposes shall include the sale of Materials or parts thereof, or the inclusion of the Material or parts thereof in a product or process for sale.

1. **Proprietary Rights:** Provision of Material to Recipient implies no rights or licenses to Recipient to any patents, patent applications, trade secrets or other proprietary rights of Provider. Specifically, Provider retains all rights inherent in the Material, including any Materials contained or incorporated in modifications or derivatives thereof. Recipient agrees it that will not transfer Materials or any parts thereof, including any Materials or parts thereof contained in any modifications or derivatives to any other party without the express written consent of Provider. Recipient further agrees to limit access to Materials to those employees who have a “need to know” for the purposes of performing the Purpose.
2. **Intellectual Property:** Recipient will promptly disclose to Providers any new intellectual property developed in the conduct of the Purpose, including modifications and derivatives of the Materials. Providers will hold such disclosure confidentially. Ownership of such intellectual property will follow from inventorship. Recipient hereby agrees to grant to Providers a nonexclusive, royalty-free right and license to use such new intellectual property for internal educational and research purposes.
3. **Payment:** Recipient shall pay Provider prior to shipment or transfer of any Material to cover manufacturing and shipping costs of the Material in the amount of [AMOUNT].
4. **Warranties:** Any material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, Recipient assumes all liability for damages that may arise from its use, storage or disposal of the material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.

\_\_\_\_ Recipient Initial

1. **Publication of Research Findings:** This Agreement will not be interpreted to prevent or delay publication of research findings resulting from the use of Material. Recipient shall promptly report to Provider in writing all results and data acquired by the use of the samples of Material.
2. **Regulatory Compliance:** Recipient agrees to use Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA. Recipient agrees to properly destroy any unused samples of Material after completion of the study.
3. **Term:** This Agreement shall terminate one (1) year from the Effective Date of this Agreement, unless terminated or extended through prior written agreement signed by authorized representatives of the parties. Either party may terminate this Agreement prior to the expiration of the designated term by giving thirty (30) days written notice to the other. The obligations of Recipient hereunder shall survive termination. Upon termination, the Materials shall be either returned to Provider or destroyed.
4. **Governing Law:** The laws of the State of Texas and the United States govern the validity and interpretation of this Agreement and the legal relation of the parties.

The parties have caused this Agreement to be executed by their duly authorized representatives.

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| **PROVIDER** | | | |  | **RECIPIENT** | | | |
|  | |  |  |  | |  |  |
| Signature | |  | Date | Signature | |  | Date |
| Name: |  | | | Name: |  | | |
| Title: |  | | | Title: |  | | |
|  | | | |  | | | |
| **READ AND UNDERSTOOD:** | | | |  | | | |
| **PROVIDER SCIENTIST** | | | | **RECIPIENT SCIENTIST** | | | |
|  | |  |  |  | |  |  |
| Signature | |  | Date | Signature | |  | Date |
| Name: |  | | | Name: |  | | |
| Title: |  | | | Title: |  | | |