

MATERIAL TRANSFER AGREEMENT (NON-BIOLOGICAL)

TO:

"Recipient Scientist"

"Organization"

"Address"

FROM:

University of South Alabama, Office of Commercialization and Industry Collaboration, 775 University Blvd. N. Bldg. II, Ste. 150; Mobile, AL 36688-0002 ("Provider") through its employee Dr. _____ ("Provider Scientist")

RE:

Sample of material identified as: _____

"Original Material"

In response to Recipient Scientist's request for the Original Material, Provider requires that, before the Original Material, is shipped to the Address both Recipient Scientist and Organization must agree to the following:

1. The Original Material is provided to Recipient Scientist with the understanding that Original Material will be used for non-commercial research or evaluation purposes only.
2. The Original Material, its progeny, unmodified derivatives and any accompanying know-how or data (collectively, the "Material") are the sole property of Provider. No right to a commercial license to the Material is given or implied by this Agreement.
3. The Material will be used only by Recipient Scientist and by those under Recipient Scientist's direct supervision, and will not be distributed to others without Provider's prior written permission.
4. In accordance with scientific custom, Recipient Scientist agrees to acknowledge the source of the Material in any publication reporting its use. Recipient Scientist also agrees to provide Provider with a copy of any publication that contains experimental results obtained through use of the Material.
5. Recipient Scientist and those entitled to use the Material pursuant to Item 3 above, will do so in a safe manner and in compliance with all applicable laws and regulations.
6. Recipient Scientist and Organization will provide to Provider, at least thirty (30) days prior to filing, for review and comment by Provider as to inventorship and ownership, copies of all patent applications for any invention which contains any portion of the Material, which is derived from the Material, or which could not have been made but for the use of the Material (collectively, "Invention").
7. Recipient Scientist and Organization will not license or otherwise use for commercial purposes any Invention without first entering into a written agreement with Provider, to be negotiated in good faith, which agreement provides for Provider to receive a share of income derived from commercial uses of said Invention.
8. The original material is experimental in nature and is provided without any warranties, express or implied, including any warranty of MTA (non-biological) MTA (non-biological) merchantability or fitness for a particular purpose. Temple makes no representation and provides no warranty that the use of the material will not infringe any patent or other proprietary right.
9. To the extent allowable under applicable laws, Organization agrees to indemnify, defend and hold harmless Provider and its trustees, officers, staff, representatives and agents against all damages, expenses (including without limitation legal expenses), claims, demands, suits or other actions arising from Organization acceptance, use and disposal of the Material.
10. This agreement is not assignable.
11. To help defray the costs of producing the Original Material, Organization agrees to pay Provider the non-refundable sum of \$ _____ within thirty (30) days of receipt of the Original Material by Recipient Scientist. The check should be made payable to "Provider University" and should be sent to my attention at the address shown on the reverse side.

If Recipient Scientist and Organization agree to the above terms and conditions for this transfer, please so indicate by returning one copy of this letter signed and dated by Recipient Scientist and by a duly authorized representative of Organization (other than Recipient Scientist itself). Provider will then provide the Original Material to Recipient Scientist at the Address.

Agreed and Accepted By:

Recipient Scientist

Provider Scientist

Signature

Date

Signature

Date

Organization

Organization

Authorized Signature

Date

Authorized Signature

Date