

MATERIALS TRANSFER “SHORT FORM”

PROVIDER INVESTIGATOR NAME _____

INSTITUTION _____

TRANSFER DATE _____

RECIPIENT INVESTIGATOR NAME _____

INSTITUTION _____

The Material described below is being provided for research purposes in your laboratory only. It cannot be used for any commercial purpose. The material may not be used in humans, including for purposes of diagnostic testing. Recipient further agrees that any materials (e.g., monoclonal antibodies, DNA clones) that result from your use of the Biological Material shall be provided to Provider under the same terms as this Agreement. Should the use of this material result in one or more scientific publication(s), you should acknowledge in the paper(s) that the material was given to you by the Investigator identified above. The material cannot be distributed to other laboratories without the Investigator’s consent.

Please acknowledge receipt of the material and your agreement to abide by the above conditions by signing this memorandum and returning it in the enclosed envelope.

Description of Material Provided

I have received the material listed above and agree to abide by the conditions under which it was provided to me.

SIGNED (RECIPIENT INVESTIGATOR)

DATE

publication to allow Provider an opportunity to protect proprietary or intellectual property relating to the Material that might be contained in such disclosure.

7. Scientist and Recipient Company shall acknowledge Provider as the source of the Material in any publication of Research results.

8. The transfer of the Material to the Recipient Company grants to the Recipient Company no rights in the Material other than those specifically set forth in the Agreement. The Recipient Company shall, at the request of the Provider, return or destroy all unused Material.

9. In no event shall Provider be liable for any use by Scientist or Recipient Company of the Material or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with this Agreement or the use, handling, or storage of the Material. The Recipient Company agrees to indemnify and hold harmless Provider and Provider's trustees, officers, agents, and employees from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgements against them arising out of the use or disposition of the Material by the Recipient Company.

10. Scientist and Recipient Company will use the Material in compliance with all laws, governmental regulations and guidelines, including without limitation current NIH guidelines and any regulations or guidelines pertaining to research with recombinant DNA, that may be applicable to the Material.

11. This Agreement is not assignable.

For Provider

BY: _____

NAME: _____

TITLE: _____

DATE: _____

[Enter Name of Recipient Company]

[Note: must be signed by an authorized officer]

BY: _____

NAME: _____

TITLE: _____

DATE: _____

[Enter Name of Recipient Company's Scientist]

SCIENTIST:

DATE:
