

## MATERIAL TRANSFER AGREEMENT

(MATERIALS ARE NOT FOR USE IN HUMAN SUBJECTS)

This Material Transfer Agreement has been adopted for use by Montana State University (“MSU”) in all transfers of research materials.

1. MSU agrees to transfer to \_\_\_ (“Recipient”) the following research material maintained in the laboratory of Dr.\_\_\_\_.

Said research material shall be sent to Recipient, to the attention of \_\_\_, Ph.D., Title (“Recipient’s Principal Investigator”).

2. The research material and progeny and unmodified derivatives thereof (“Research Material”) will be used only for non-commercial research uses in the laboratory of Recipient’s Principal Investigator and in connection with the following research project (“Research Project”) described with specificity as follows (use an attachment page, if necessary):

Any and all other studies or uses are expressly prohibited and may not be pursued by the Recipient, Recipient’s Principal Investigator, any other member of the Recipient’s Principal Investigator’s laboratory, or any other party. The Research Material will not be used for commercial purposes such as screening, production, or sale, for which a commercial license from MSU is required.

3. The Research Material will only be used under suitable containment conditions. Recipient agrees to comply with all local, state, and federal laws, rules, and regulations applicable to the Research Project and the handling of the Research Material, including, but not limited to, laws governing the use of hazardous or radioactive materials, protecting the environment, and the care of laboratory animals.
4. Recipient agrees to treat, in confidence, for a period of three (3) years from the date of its disclosure by MSU, any and all of MSU’s information about the Research Material, except for information that (a) was previously known to Recipient, (b) is, on the date of disclosure, publicly available, or (c) is disclosed after the date of this agreement to Recipient by a third party without breach of an obligation of confidentiality. Recipient may publish the results of the Research Project, provided that it does not violate the obligations of confidentiality set forth herein, and, further provided, that Recipient shall have granted MSU sixty (60) days to review the

proposed publication to verify that it does not contain confidential information of MSU.

5. The Research Material represents a significant investment on the part of MSU and is considered proprietary to MSU. Recipient's Principal Investigator, therefore, agrees to retain control over the Research Material, and further agrees not to transfer the Research Material to other people not under his or her direct supervision without advance written approval of MSU. Individuals who may be visiting the Recipient, whether or not those individuals are under the temporary supervision of the Recipient's Principal Investigator, are also to be excluded from access to the Research Material. Recipient agrees to share the results of its research utilizing the Research Material with Dr. \_\_\_ of MSU. When the Research Project is completed, or three (3) years have elapsed from the date of this agreement, whichever occurs first, Recipient will destroy the Research Material and advise MSU of such destruction or otherwise dispose of the Research Material as mutually agreed upon in writing by MSU and Recipient.
6. MSU retains ownership of the Research Material, and the Recipient acknowledges that the Research Material is or may be the subject of a patent application. This agreement shall in no way be construed as an assignment, license or other grant of rights in MSU's interest in the Research Material or other proprietary rights. Recipient agrees that it will promptly disclose to MSU all inventions made through the use of the Research Material and will grant MSU a non-exclusive license to use the same for non-commercial research and educational purposes.
7. The Research Material is provided as a service to the Research Community. ***IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS.*** Without limiting the foregoing, MSU makes no representation that the use of the Research Material will not infringe any patent or propriety rights of third parties.
8. Recipient accepts the Research Material with the knowledge and understanding that the hazardous and toxicological properties of the Research Material have not been completely investigated and are unknown and that the Research Material should be handled as if it is hazardous until its properties are fully investigated. Recipient will inform MSU in writing of any adverse effects experienced by persons handling the Research Material.
9. Recipient will indemnify and hold MSU, and its trustees, officers, agents, employees, students, and persons holding academic appointments with MSU (the "Indemnified Parties") harmless from and against any and all claims or lawsuits for personal injury (including death), property damage, and any other losses of any nature, together with related expenses (including reasonable attorneys' fees) made against the Indemnified

Parties resulting directly or indirectly from the use or possession of the Research Material by Recipient.

Approved: Agreed to this \_\_ day of \_\_, 20\_\_.

**MONTANA STATE UNIVERSITY**

**RECIPIENT**

\_\_\_\_\_  
Rebecca W. Mahurin, Ph.D.  
Director, Technology Transfer Office

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RECIPIENT SCIENTIST**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

Materials to be sent to the following address:

EXAMPLE