Material Transfer Agreement
of ________ compounds and
__________ structures
for research purposes.
This Agreement is made by and between

(1) The University __________________, established at __________ , __________, represented in this matter by Prof. ________, hereinafter referred to as the “PROVIDER”;

and

(2) The University/Company __________, established at __________. __________, represented in this matter by __________ hereinafter referred to as “RECIPIENT”;

which are also referred to individually herein as a “PARTY” or collectively as the “PARTIES”.

The PROVIDER asks that the RECIPIENT and the RECIPIENT agrees to the following before the RECIPIENT receives the MATERIAL:

1. PROVIDER agrees to transfer to the RECIPIENT named below the following MATERIAL: ______ compounds and ________ structures. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not strictly MODIFICATIONS.

2. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

3. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

4. The MATERIAL will only be used for research purposes by the RECIPIENT in his/her laboratory, for the research project described below. This MATERIAL will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. RECIPIENT agrees to comply with all rules and regulations applicable to the RESEARCH PROJECT and the handling of the MATERIAL.

5. This MATERIAL will be used by the RECIPIENT solely in connection with the following research project ("RESEARCH PROJECT") described as follows (use an attachment page if necessary): ________________________________

6. The MATERIAL will be used for teaching or not-for-profit research purposes only.

7. The MATERIAL will not be further distributed to others without the PROVIDER’s written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

8. PARTIES agree that all rights, title and interests in or arising out of any inventions, know-how, materials, substances and other results conceived or generated by RECIPIENT (whether patentable or not) and related to the MATERIAL or its use (INVENTIONS) will vest equally with PROVIDER and RECIPIENT. PARTIES agree to negotiate a joint ownership agreement
which shall specify the rights and obligations of each PARTY related to the use, exploitation and protection of the joint Inventions. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS. If either (a) or (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated. Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER’s rights), the RECIPIENT may distribute MODIFICATIONS to no-profit organizations for research and teaching purposes only.

9. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it. If the results derived from the experiments are suitable for publication, the manuscript should be jointly prepared by both PARTIES based on mutual agreement. In all oral presentations or written publications concerning the provided material, RECIPIENT will acknowledge PROVIDER'S contribution of this Research Material unless requested otherwise by PROVIDER. Any oral disclosures from PROVIDER to RECIPIENT shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within ten (10) days after the date of the oral disclosure. RECIPIENT may publish or otherwise publicly disclose the results of the RESEARCH PROJECT, but if PROVIDER has given CONFIDENTIAL information to RECIPIENT such public disclosure may be made only after PROVIDER has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information that may also be patented.

10. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE 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 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.

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

12. The 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] none

13. This Agreement shall enter into force on the date of its signature by the PARTIES.

14. This Agreement is concluded for an indefinite period of time. Either Party may terminate this Agreement at any time and for any reason upon ninety (90) calendar days prior to written notice. Such termination shall not affect any obligations by either Party incurred up to the date of termination, nor shall it affect the ability of the RECIPIENT to complete any research use of MATERIAL transferred hereunder. // OPPURE This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion
of the RECIPIENT’s current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that: (i) if termination should occur under 14(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and (ii) if termination should occur under 14(b) or 14(d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS; and (iii) in the event the PROVIDER terminates this Agreement under 14(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS”.

The PROVIDER and RECIPIENT must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.
PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider: Prof.
Provider Organization: Università degli Studi di
Address: Dipartimento di, Viale

__________________________  ____________________________
Signature of the Provider                                      Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient:
Recipient Organization:
Address:

__________________________  ____________________________
Signature of the Recipient                                      Date

Certification of Recipient: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

__________________________  ____________________________
Signature of the Recipient                                      Date