

MATERIALS TRANSFER AGREEMENT FOR A NOT-FOR-PROFIT INSTITUTION

THIS AGREEMENT, effective as of _____, 2006, (hereinafter "Effective Date"), is between Washington State University Research Foundation, (hereinafter "WSURF") a nonstock, nonprofit Washington corporation having a principal office at 1610 NE Eastgate Blvd., Pullman, WA 99163 USA and _____ (hereinafter "TRANSFEREE"), having a principal office at _____ [address] _____.

Research Materials The following research material(s) have been developed by _____ [name] _____, an employee of Washington State University (hereinafter "WSU") working either alone or together with other researchers at WSU, and are the property of WSURF:

"The plasmid vector p---- which comprises the gene encoding ----- ----" which is the subject matter of U.S. Patent No. ----- and all corresponding divisional, continuation, continuations-in-part patent applications, patents issued thereof, and any and all the foreign counterpart patents and patent applications both pending and new, generally referred to as WSURF Case ---- and assigned to WSURF,

The original research materials described above and any progeny, derivatives, modifications and other substances created by TRANSFEREE through use of the research materials shall hereinafter be referred to as "Research Materials".

1. Purpose of Transfer and Restrictions. WSURF agrees to permit TRANSFEREE's principal investigator, [name of principal investigator], ("Transferee's Scientist") to use Research Materials solely for the purposes of scientific research at TRANSFEREE's institutional facilities only and only under the direction of Transferee's Scientist, and not for any other purposes whatsoever, including but not limited to commercial purposes, or use in research or consulting for a for-profit entity under which that entity obtains rights to research results, without the prior written consent of WSURF. TRANSFEREE agrees not to transfer the Research Materials to anyone who is not employed at TRANSFEREE's facilities without the prior written consent of WSURF. TRANSFEREE agrees to the limitations on use of Research Materials. No other right or license to the Research Materials is granted or implied as a result of the transfer of the Research Materials to TRANSFEREE. WSU will mail the Research Materials to the TRANSFEREE on the completion of execution of this Agreement.
2. Indemnity. TRANSFEREE agrees to indemnify, hold harmless, and defend WSURF, WSU, and their officers, employees, students, and agents, whether current or former, against any and all claims for death, illness, personal injury, and property damage, including court costs and attorneys fees, arising out of the use of Research Materials by TRANSFEREE to the extent allowed by Federal and State Laws.
3. Reports. TRANSFEREE shall provide to WSURF within one (1) year of the date of the transfer of Research Materials pursuant to this Agreement, and on each anniversary thereof, a summary report of research results obtained through use of these materials. TRANSFEREE shall provide to WSURF a final report within three (3) months of the conclusion of research with the Research Materials which report shall state the research results obtained through the use of the Research Materials, and further indicate the disposition of the materials.
4. Representations and Warranties. WSU AND WSURF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, NOR DOES WSURF WARRANT THAT THE USE OF THE RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS. TRANSFEREE WILL NOT USE THE MATERIALS IN HUMAN SUBJECTS OR FOR CLINICAL OR DIAGNOSTIC PURPOSES IN HUMAN SUBJECTS.

5. Publications and Public Disclosure. Any manuscripts or publications prepared by TRANSFEREE shall be provided to WSURF prior to submission for publication. If TRANSFEREE has not heard from WSURF within 30 days of receipt of the publication, it will be assumed WSURF is satisfied with the content of the text and publication will continue. TRANSFEREE agrees that TRANSFEREE and/or Transferee's Scientist will provide appropriate acknowledgment to Dr. ----- and to WSU as the source of the Research Materials in all publications.
6. Compliance. TRANSFEREE expressly agrees that its use of Research Materials shall be in compliance with all applicable local, state, and federal procedures, rules, regulations, and laws.
7. Assignment. This Agreement may not be assigned.
8. Termination. Either party may terminate this Agreement with or without cause on twenty (20) days written notice. A termination penalty may not be charged to WSURF. The original research materials and any progeny or derivatives must be returned to WSURF at the address set forth in paragraph 10 below, or destroyed, within thirty (30) days of giving the written notice of termination. The modifications and other substances must, at the direction of TRANSFEREE, either be destroyed within thirty (30) days of giving the written notice of termination, or retained by TRANSFEREE, in which case the TRANSFEREE will remain bound by the terms of this Agreement with respect to said modifications or other substances.
9. Notices. Notice with respect to this Agreement shall be sent certified return receipt or registered mail and shall be deemed duly given and made on the earlier of the date of actual receipt or five (5) days after being mailed, postage prepaid, and shall be addressed as follows, provided that either party may by written notice designate a substitute address from time to time:

TO WSURF:

Keith Jones
Executive Director
Washington State University Research Foundation
1610 NE Eastgate Boulevard
Pullman, WA 99163

TO TRANSFEREE:

10. Governing Law and Modification. This Agreement has been entered into and shall be governed by the laws of the State of Washington. This Agreement is the entire agreement between the parties. No change, modification, alteration, amendment, or addition shall be valid unless in writing and signed by or on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

WASHINGTON STATE UNIVERSITY RESEARCH FOUNDATION

By: _____

Date: _____

Keith Jones
Executive Director

[NOT-FOR-PROFIT INSTITUTION]

By: _____ Date: _____

Name: _____

Title: _____

I have read and understand my obligations, as an employee of Washington State University, pursuant to the above agreement.

By: _____ Date: _____

[WSU employee's name]

