

Non-Exclusive Research License and Material Transfer Agreement

THIS AGREEMENT, effective as of \_\_\_\_\_, 2006, (hereinafter "Effective Date"), is between COMPANY, with an address at \_\_\_\_\_ and its Affiliates (hereinafter "Company") and the Washington State University Research Foundation (hereinafter "WSURF"), a nonstock, nonprofit Washington corporation having an office at 1610 NE Eastgate Boulevard, Pullman, WA 99163. The parties agree to the following terms and conditions concerning certain materials listed below.

The Materials were developed and/or discovered by \_\_\_\_\_, an employee of Washington State University (hereinafter "WSU") working either alone or together with other researchers at WSU, and are the property of WSURF and generally referred to as WSURF Case No. ---.

1. Definitions:

- (a) The term "Materials", for purposes of this agreement, shall mean \_\_\_\_\_ as delivered to Company and any unmodified progeny or derivatives therefrom.
- (b) The term "Affiliates", for purposes of this Agreement, shall mean any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with Company.

- 2. WSURF grants to Company the non-exclusive right to use the Materials for a period of \_\_\_\_\_ from the Effective Date for research purposes only. Company will not sell or distribute the Materials or use the Materials to manufacture any product for subsequent sale. Company acknowledges that the Materials are the property of WSURF.
- 3. Upon written notification by WSURF, on the \_\_\_\_\_ (Date), Company will destroy the Materials and any unmodified progeny or derivatives in its possession.
- 4. In recognition of the rights granted, Company will pay WSURF a non-refundable fee of \_\_\_\_\_ within thirty (30) days of Company's receipt of the Materials and WSURF's invoice for said amount.
- 5. Company will acknowledge (*Scientist' name and dept affiliation*), Washington State University, Pullman, WA as the source of Materials in any publications that contain data generated using Materials.
- 6. WSURF AND WSU MAKE NO REPRESENTATIONS AND EXTENDS 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 OR WSU WARRANT THAT THE USE OF THE RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS. COMPANY WILL NOT USE THE MATERIALS IN HUMAN SUBJECTS OR FOR CLINICAL OR DIAGNOSTIC PURPOSES IN HUMAN SUBJECTS.
- 7. Company expressly agrees that its use of the Materials shall be in compliance with all applicable local, state, and federal procedures, rules, and regulations, and laws.
- 8. Company 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 the Materials by Company.

9. Company will not use the name of WSURF or WSU in any advertising or publicity without its written permission.
10. This Agreement shall, in all respects, be construed in accordance with the laws of the State of Washington.
11. WSURF warrants that it has the right to grant the research license hereunder.
12. This Agreement may not be assigned.
13. 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 Ph.D.  
Executive Director  
Washington State University Research Foundation  
1610 NE Eastgate Blvd.  
Pullman, WA 99163

To Company:

14. It is understood that if the United States Government (through any of its agencies or otherwise) has funded research under which any of the Materials were developed and/or discovered, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. 202-212 and applicable regulations of Title 37 of the Code of Federal Regulations, to a nonexclusive, irrevocable, paid up license to practice, have practiced, or otherwise use the Materials for governmental purposes.
15. This Agreement sets forth the entire agreement between Company and WSURF as to its subject matter. None of the terms of this agreement shall be amended except in writing signed by both parties.

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

COMPANY

Signed: \_\_\_\_\_  
Name and Title

Signed: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_