## MATERIAL TRANSFER AGREEMENT

 The Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University (KSU), agrees to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”) with certain research material requested by Recipient for use by its scientist \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Scientist”), subject to the terms and conditions set forth in this Material Transfer Agreement (the “Agreement”).

 1. This Agreement applies to the transfer of \_\_\_\_\_\_\_\_\_\_\_ and to any progeny and unmodified derivatives thereof (collectively, the “Material”) for use in Scientist’s research relating to [describe nature of research] (the “Research”).

 2. Legal title to the Material shall be unaffected by this Agreement or the transfer made hereunder. Except as otherwise provided in paragraph 6 of this Agreement, Recipient and Scientist shall maintain the confidentiality of proprietary information respecting the Material.

 3. The transfer of the Material constitutes a non-exclusive license to use the Material solely for the internal scientific research of Recipient. The Material is provided to Recipient only for use in animals or in vitro. ***The Material will not be used in humans, including for purposes of diagnostic testing.***

 4. Neither Scientist nor Recipient nor any other person authorized to use the Material under this Agreement shall make available any portion of the Material to any person or entity other than laboratory personnel under the Scientist’s immediate and direct control. No person authorized to use the Material shall be allowed to take or send the Material to any location other than the Scientist’s laboratory without the Provider’s prior written consent.

 5. The Material is experimental in nature and shall be used with prudence and appropriate caution, since not all of its characteristics are known. **THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.** KSU makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right.

 6. If Scientist and Recipient wish to publish results of the Research, Recipient will furnish KSU with a copy of the manuscript or abstract disclosing such results prior to submission thereof to any publisher not less than thirty days prior to publication to allow

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

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

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

 9. Scientist and Recipient 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.

 10. In no event shall KSU or KSU’s officers, agents and employees be liable for any use by Scientist or Recipient of the Material or for any claim, liability, cost, expense, damage, deficiency, loss or obligation, of any kind or nature (including, without limitation, reasonable attorneys’ fees and other costs and expenses of defense), that may arise from or in connection with this Agreement or the use, handling, storage, or disposition of the Material by Scientist, the Recipient or others who possess the Material through a chain of possession leading back, directly or indirectly, to Recipient or Scientist (collectively, “Claims”). The Recipient Company agrees to indemnify, defend with counsel acceptable to KSU, and hold harmless Provider and Provider’s respective officers, agents, and employees from any and all Claims. Recipient shall have no obligation to indemnify, defend or hold harmless a party identified in the foregoing sentence if it is determined with finality by a court of competent jurisdiction that the relevant Claim resulted solely from such party’s own gross negligence or willful misconduct. This paragraph 10 shall survive termination of the Agreement.

 11. This Agreement is not assignable.

1. The laws of the State of Georgia govern this Agreement.

FOR THE Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University

By:

Name: [

Title:

Date:

FOR RECIPIENT

[Note: must be signed by an authorized officer.]

By:

Name:

Title:

Date:

[Enter Name of Recipient’s Scientist]

Scientist:

Date: