

MATERIALS TRANSFER AGREEMENT

THIS AGREEMENT is entered this ____ day of _____, 20____, by and between Lehigh University, a Pennsylvania non-profit corporation (“LEHIGH”), acting on behalf of _____ [Lehigh Faculty Member] and _____ (“COMPANY” or “INSTITUTION”), acting on behalf of _____ [Company Researcher or Other Institution’s Faculty Member] and sets forth the terms and conditions under which LEHIGH agrees to make available to COMPANY / INSTITUTION certain materials for non-commercial research purposes.

I. The following materials are covered by the Agreement: (a) _____
_____ [describe materials with specificity; if necessary write “See Attachment” and add an attachment describing the materials]; (b) and related biological / chemical / physical material or associated know-how and data that will be received by _____ [Company Researcher or Other Institution’s Faculty Member] from _____ [Lehigh Faculty Member]; and (c) any substance or material that is created, replicated, or derived therefrom. All such substances or materials shall hereinafter be referred to as the “Materials.”

II. LEHIGH agrees to make the Materials available and to permit COMPANY / INSTITUTION to use the Materials solely for not-for-profit purposes. The Materials shall not be used either directly or indirectly for commercial purposes, including but not limited to use in research that is subject to consulting or licensing obligations to another corporation or business entity or institution, unless written permission is obtained in advance from LEHIGH. LEHIGH shall be free, in its sole discretion, to distribute the Materials to others and to use the Materials for LEHIGH’s own purposes.

III. COMPANY / INSTITUTION shall not distribute, release, or disclose the Materials to any person other than laboratory personnel under _____’s [Company Researcher or Other Institution’s Faculty Member] direct supervision and shall ensure that no one will be allowed to take or send the Materials to any other location, unless written permission is obtained in advance from LEHIGH. COMPANY / INSTITUTION agrees to maintain the confidentiality of any proprietary information of LEHIGH regarding Materials.

IV. The Materials are supplied solely for scientific research purposes, for use in animals and/or in vitro. THE MATERIALS SHALL NOT BE USED IN HUMANS.

V. No right or license is granted under this Agreement either expressly or by implication except as specifically set forth herein. It is understood that any and all proprietary rights, including but not limited to patent rights, trademarks and proprietary rights, in and to the Materials shall be and remain in LEHIGH, subject to the rights granted herein.

VI. In order to protect LEHIGH's proprietary and/or patent rights in the Materials, COMPANY / INSTITUTION agrees to provide LEHIGH with an advance copy of any proposed publication that makes reference to the Materials. If in the opinion of LEHIGH any such publication describes a patentable development, LEHIGH shall have an opportunity to request that COMPANY / INSTITUTION delay publication until after a U.S. patent application has been filed. In no event shall the delay be unreasonable. If a publication does result from work using the Materials, COMPANY / INSTITUTION agrees to acknowledge LEHIGH and/or give credit to LEHIGH scientists, as scientifically appropriate, based on any direct contribution they may have made to the work.

VII. If the research which involves the Materials results in an invention, improvement or substance, whether or not patentable, COMPANY / INSTITUTION agrees to disclose promptly to LEHIGH all such inventions, improvements or substances in order that the parties can negotiate, when appropriate, suitable agreements which shall provide for the further development of said invention, improvement or substance. Such agreements may include arrangements to determine potential commercial utility.

VIII. COMPANY / INSTITUTION ACKNOWLEDGES THAT THE MATERIALS ARE EXPERIMENTAL IN NATURE AND THAT THEY ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. LEHIGH MAKES NO REPRESENTATION THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHTS, TRADEMARK OR OTHER PROPRIETARY RIGHT.

IX. In no event shall LEHIGH be liable for any use of the Materials by COMPANY / INSTITUTION. COMPANY / INSTITUTION hereby agrees to defend, indemnify and hold harmless LEHIGH, its trustees, officers, faculty, employees and students from any loss, claim, damage, expense or liability, of whatsoever kind or nature (including attorneys' fees), which may arise from or in connection with this Agreement or the use, handling or storage of the Material.

X. Except as set forth in Article VI, COMPANY / INSTITUTION shall not use the name of LEHIGH or any of its faculty, staff or students, or a variant of any of the foregoing, in any advertising or publicity without the prior written approval of LEHIGH.

XI. COMPANY / INSTITUTION shall report to LEHIGH at least once every twelve (12) months on COMPANY / INSTITUTION's work utilizing the Materials.

XII. In the event that COMPANY / INSTITUTION is not using and does not intend to use the Materials, the Materials shall be returned to LEHIGH. If this Agreement is terminated, or upon the earlier request of LEHIGH, COMPANY / INSTITUTION shall promptly return to LEHIGH the Materials furnished to COMPANY / INSTITUTION under this Agreement.

XIII. COMPANY / INSTITUTION agrees to comply with all laws and governmental regulations and guidelines (including but not limited to National Institutes of Health regulations) which are applicable to the COMPANY / INSTITUTION's use of the Materials. Since all of the Materials characteristics are not known, they should be used with caution and prudence.

XIV. This Agreement shall be terminable by either party hereto on thirty (30) days prior written notice to the other but termination shall not relieve COMPANY / INSTITUTION of its obligations under this Agreement.

XV. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of LEHIGH.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized representatives.

LEHIGH UNIVERSITY

COMPANY / INSTITUTION

By: _____

By: _____

(Typed Name)

(Typed Name)

(Title)

(Title)

(Date)

(Date)

Concurred by:

Principal Investigator

Date