

## Material Transfer Agreement

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

This Agreement ("Agreement") is made by and between \_\_\_\_\_ ("Recipient"), a \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ and West Virginia University Research Corporation ("WVURC"), a nonprofit West Virginia corporation having its principal place of business at Chestnut Ridge Research Building, 886 Chestnut Ridge Road, PO Box 6224, Morgantown, WV 26506-6224, acting for and on behalf of West Virginia University.

1. Recipient has requested certain materials consisting of \_\_\_\_\_  
\_\_\_\_\_ which may include specific know-how, techniques, and/or confidential information ("Materials") for the purpose of \_\_\_\_\_

\_\_\_\_\_ ("Research"). The term Derivatives shall mean any derivatives or compounds incorporating Materials created by Recipient during Research, including, but not limited to, any material which incorporates one or more modified or unmodified component portions of one or more of the Materials. Recipient shall promptly disclose any Derivatives it creates to WVURC. WVURC has a proprietary interest in Materials and no license is granted or implied to use the Materials or Derivatives except as outlined in Research or otherwise agreed to in writing by WVURC.

2. Recipient shall use the Materials only for academic research as outlined in Research and will not use Materials for any commercial or production purposes. Further Recipient shall not transfer any Materials or Derivatives to any third party without the prior written approval of WVURC. Recipient shall use Materials only at the Recipient's facilities and only under accepted laboratory conditions in accord with any and all applicable governmental rules and regulations relating to the handling or use of such Materials.

3. Recipient shall not use Materials in human subjects, clinical trials involving human subjects, or to diagnose human subjects.

4. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. WVURC has made and makes no warranties to Recipient whatsoever regarding the Materials transferred, expressed or implied, including warranties as to fitness of the Materials for any particular purpose. WVURC further makes no warranty that the Materials transferred do not infringe patent or other intellectual property rights of others.

5. Recipient represents that it is skilled in the handling, use, and evaluation of the Materials and agrees to rely solely upon its own opinion with regard to the safety and suitability of the Materials for any particular purpose and shall follow all applicable regulations regarding their transfer, storage, handling, use, and disposal. To the extent permitted by applicable law, Recipient will hold WVURC harmless from and be responsible for any liability for, and will defend WVURC from any claims or damages, including, but not limited to, attorneys fees, resulting from, arising out of or in any way relating to Recipient's use of Materials except for any such claims or damages arising out of the negligence, recklessness, or willful misconduct of WVURC.

6. Upon completion of the Research or upon written request from WVURC, Recipient shall return all Materials, any copies thereof, and any notes relating thereto.

7. Recipient shall notify WVURC of any intent to reveal the Materials or Derivatives in any publication or the intent to publish the results of Research performed and shall further acknowledge WVU as the source of the Materials in all publications.

8. No rights are granted to Recipient by WVURC other than those explicitly provided herein. It is understood that WVURC is under no obligation to provide any additional supplies of Materials or enter into any further licensing, research, or development agreement with Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

\_\_\_\_\_

West Virginia University  
Research Corporation

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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