

**MATERIAL TRANSFER AGREEMENT
To a For Profit Organization**

Date:

TO:

RE: **Materials Transfer Agreement concerning the following materials:**

Dear

This Letter Agreement, effective upon signing by COMPANY, governs an arrangement whereby MONTCLAIR STATE UNIVERSITY, "MSU" makes available the following materials:

hereinafter "Biological Material", as developed by **MSU Employee** of MSU, to COMPANY.

1. The Biological Material is provided to you for internal research and/or evaluation purposes only. The Biological Material is for use only by you and your colleagues at COMPANY and is NOT FOR USE IN HUMANS. No specimens of the Biological Material and/or MSU confidential information concerning the Biological Material are to be given or made available to any other person (other than those scientists working in collaboration with you), firm, or corporation, but are to remain under your immediate and direct control.

2. The Biological Material supplied to COMPANY is proprietary to MSU. COMPANY agrees not to use the Biological Material or any parts thereof in or for the production of products for sale, unless COMPANY also agrees that prior to any commercialization of any products or processes derived from or with the use of the Biological Material, COMPANY will provide appropriate compensation to MSU in accordance with license or other agreement negotiated in good faith between MSU and COMPANY.

It is understood by COMPANY that MSU shall have no obligation to grant such a license to COMPANY, and may grant exclusive or non-exclusive commercial licenses to others. Except as expressly provided in this Agreement, no rights are provided to COMPANY under any patents, patent applications, trade secrets or other proprietary rights belonging to MSU.

3. This Letter Agreement does not restrict MSU's right to distribute the Biological Material to other commercial or non-commercial entities.

4. The provision of this Biological Material to you in no way prevents or restricts MSU's right to publish any document relating to this Biological Material.

5. COMPANY may publish the results of its research with the Biological Material in scientific journals and agrees to acknowledge **MSU Employee's** contribution, as scientifically appropriate, in manuscripts describing the research utilizing the Biological Material. Copies of all such manuscripts shall be given to MSU at least forty five (45) days prior to submission for publication.

6. The Biological Material is or may be the subject of a patent application. MSU has made no investigations regarding patents and thus is not representing that the Biological Material and COMPANY's use of it are free from liability for patent infringement.

7. The RECIPIENT agrees to use the Biological Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA. COMPANY also agrees to use the Biological Material in a safe manner and in compliance with Federal, State, and local laws and regulations, including the National Institutes of Health guidelines.

8. Because the Biological Material is experimental in nature, IT IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall MSU be liable for any use of the Biological Material, and COMPANY hereby agrees to defend, indemnify and hold MSU harmless from any loss, claim, damage, or liability, which may arise from your use, storage and disposal of the Biological Material, except to the extent such loss, damage or liability is the direct result of MSU gross negligence or willful misconduct.

9. At MSU's request, unused Biological Material will be returned to MSU or destroyed.

If you agree to the above, please sign and have an authorized official of COMPANY sign both originals of this letter and return one fully executed document to the the address listed above.

AGREED TO:

COMPANY: _____

By: _____

Title: _____

Date: _____

MONTCLAIR STATE UNIVERSITY

By: _____

Title: _____

Date: _____