**MATERIAL TRANSFER AGREEMENT**

This **MATERIAL TRANSFER AGREEMENT** (referred to as “Agreement”) made as of the [Day] of [Month], [Year] (the “Effective Date”) is entered into by and between **[Organization Name],** a [Type of Organization] duly organized under the laws of the state of [State of Incorporation], having its principal place of business at [Address] (hereinafter referred to as “ORGANIZATION”) at the request of its scientist [Recipient Scientist Name] (hereinafter referred to as “RECIPIENT SCIENTIST”), and the **Board of Trustees of Southern Illinois University**, a body politic and corporate of the State of Illinois, by and on behalf of [SIU Campus], located at [Campus Location] (hereinafter referred to as “SIU”) at the request of its scientist [Provider Scientist Name] (hereinafter referred to as “PROVIDER SCIENTIST”). Hereinafter, the term “Parties” shall mean both SIU and ORGANIZATION, and the term “Party” shall mean either of them.

1. This Agreement applies to the transfer of [Material Description] and to any progeny and unmodified derivatives thereof (collectively, the “MATERIAL”) for use in RECIPIENT SCIENTIST’s research relating to [Research Description] (the “RESEARCH”).

2. The MATERIAL remains the property of SIU. Except as otherwise provided in paragraph 6 of this Agreement, ORGANIZATION and RECIPIENT 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 ORGANIZATION, as indicated herein. The MATERIAL is provided to ORGANIZATION only for use in animals or in vitro. ***ORGANIZATION represents and warrants that the MATERIAL will not be used in human subjects***.

4. Neither RECIPIENT SCIENTIST nor ORGANIZATION 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 RECIPIENT 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 RECIPIENT SCIENTIST’s laboratory without the SIU’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, EXPRESSED OR IMPLIED**. SIU makes no representation or warranty that the use of the MATERIAL will not infringe any patent or other proprietary right.

6. If RECIPIENT SCIENTIST and ORGANIZATION wish to publish results of the RESEARCH, ORGANIZATION will furnish SIU with a copy of the manuscript or abstract disclosing such results prior to submission thereof to any publisher not less than thirty (30) days prior to publication to allow SIU an opportunity to protect proprietary or intellectual property relating to the MATERIAL that might be contained in such disclosure.

7. RECIPIENT SCIENTIST and ORGANIZATION shall acknowledge SIU as the source of the MATERIAL in any publication of RESEARCH results.

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

9. RECIPIENT SCIENTIST and ORGANIZATION 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 SIU or SIU’s trustees, officers, agents and employees be liable for any use by RECIPIENT SCIENTIST or ORGANIZATION 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 RECIPIENT SCIENTIST, the ORGANIZATION or others who possess the MATERIAL through a chain of possession leading back, directly or indirectly, to ORGANIZATION or RECIPIENT SCIENTIST (collectively, “Claims”). ORGANIZATION agrees to indemnify, defend with counsel acceptable to SIU, and hold harmless SIU and SIU’s respective trustees, officers, agents, and employees from any and all Claims. This paragraph 10 shall survive termination of the Agreement.

11. This Agreement is not assignable.

12. This Agreement, and any dispute arising thereunder, shall be governed by and construed under the laws of the State of Illinois, without regard to the conflict of laws provisions thereof. The Parties agree that the jurisdiction and venue for any legal controversy arising hereunder shall lie exclusively in a court of competent jurisdiction sitting within the State of Illinois. All claims against SIU arising from this Agreement are subject to the Illinois Court of Claims Act and the exclusive jurisdiction of the Illinois Court of Claims.

13. The term of this Agreement shall be for five (5) years from the Effective Date unless sooner terminated or extended by written agreement of the Parties. Either Party may terminate this Agreement by giving sixty (60) days advance written notice to the other Party. Termination of this Agreement shall not relieve a Party from its obligations incurred prior to the effective date of termination.

14. This Agreement may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

15. Each party shall comply with all relevant United States laws governing the exports and re-exports of MATERIALS made under this Agreement, including, but not limited to, the U.S. Department of Commerce’s Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. Prior to providing SIU with any items subject to export control laws, ORGANIZATION will notify SIU and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations (“EAR”), ORGANIZATION will either furnish to SIU the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations (“ITAR”), ORGANIZATION will notify SIU of the relevant ITAR categories and subcategories. SIU may decline to accept any export-controlled items. ORGANIZATION hereby gives written assurance that it will comply with, and will cause its affiliates to comply with all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its affiliates, and that it will indemnify, defend and hold SIU harmless for the consequences of any such violation. ORGANIZATION will not disclose export controlled items or information unless and until a plan for the transfer, use, dissemination and control of the items or information has been approved by SIU’s Export Control Director.

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IN WITNESS WHEREOF, the authorized representatives have hereunto executed this Agreement as of the date first set forth above.

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| [ORGANIZATION Name] (“ORGANIZATION”)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: [Signing Official Name]Title: [Signing Official Title]Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reviewed and Acknowledged by RECIPIENT SCIENTIST:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: [Recipient Scientist Name]Title: [Recipient Scientist Title]Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY (“SIU”)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: [Signing Official Name]Title: [Signing Official Title]Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reviewed and Acknowledged by PROVIDER SCIENTIST:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: [Provider Scientist Name]Title: [Provider Scientist Title]Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |