

**Item 23.**

**Material Transfer Agreement Checklist**

# Material Transfer Agreement Checklist

Material Transfer Agreements are used to document the transfer of a drug or material from one entity to another, either to transfer a drug or material away from our laboratories or to receive a drug or material into our laboratories. We refer to these as "University Transferring" and "University Receiving," respectively.

We utilize the Uniform Biological Material Transfer Agreement and Southwestern's Material Transfer Agreement to document University Transfers. We generally do not recommend that components accept substantive alterations to these standards. On the other hand, most University Receiving agreements involve editing the provider-submitted agreement. You may use the following form to analyze provider agreements to conform them to the requirements of the Regents' *Rules* regarding intellectual property.

## Publication Issues

Indicate below if the agreement contains any reference to publication rights.

- The Agreement contains a reference to publication rights.

## Intellectual Property Issues

Indicate below if the agreement gives the provider of the Material the right to own or license royalty-free any University inventions resulting from the investigator's use of the Material.

- The Agreement grants the Material provider ownership of or a royalty-free license in University inventions resulting from the investigator's use of the Material.

## Extenuating Circumstances

If the Agreement you are reviewing grants the Material provider ownership of or a royalty-free license in University inventions resulting from the investigator's use of the Material, answer the following questions about extenuating circumstances that may apply. ***If the Agreement does not grant such rights to the Material***

**provider, skip this section** and go on to the question about Indemnification.

- a. There is no other source for the Material.
- b. There is little likelihood of an invention.
- c. The research is very important to the investigator and comports well with the University's mission.

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## Indemnification Issues

Indicate below if the agreement requires the University to indemnify the Material provider.

- The Agreement requires the University to indemnify the Material provider.

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[Intellectual Property Section Homepage](#) | [Standard Agreements](#)  
[Clinical Trials/Sponsored Research Agreements Checklists](#)

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