**MATERIALS TRANSFER AGREEMENT**

The University of Texas Southwestern Medical Center at Dallas agrees to provide \_\_\_\_\_\_\_\_\_\_ with certain materials and know-how for the purposes stated herein under the following conditions:

1. The parties to this Agreement are: \_\_\_\_\_\_\_\_\_\_, hereinafter “\_\_\_\_\_\_\_\_\_\_”, and the University of Texas Southwestern Medical Center at Dallas, hereinafter “UT SOUTHWESTERN”. The research (as hereinafter defined) will be conducted by \_\_\_\_\_\_\_\_\_\_ under the supervision of \_\_\_\_\_\_\_\_\_\_, hereinafter “SCIENTIST”.
2. The Material that is covered by this Agreement includes: (a) \_\_\_\_\_\_\_\_\_\_, which was developed by \_\_\_\_\_\_\_\_\_\_ of UT Southwestern, and (b) any related biological material or associated know-how and data that will be provided by UT SOUTHWESTERN or received by SCIENTIST from UT SOUTHWESTERN, hereinafter “Material”. The Material is considered proprietary to UT SOUTHWESTERN. UT SOUTHWESTERN shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.
3. The Material shall be used by SCIENTIST in research to study \_\_\_\_\_\_\_\_\_\_, hereinafter “Research”.
4. (Optional - to be used when Recipient is commercial entity) \_\_\_\_\_\_\_\_\_\_ will reimburse UT SOUTHWESTERN for its costs of producing the Material at the rate of $\_\_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_ of Material. UT SOUTHWESTERN will have available for \_\_\_\_\_\_\_\_\_\_ a total of \_\_\_\_\_\_\_\_\_\_ of Material.
5. Neither SCIENTIST nor \_\_\_\_\_\_\_\_\_\_ shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under SCIENTIST’S direct supervision, and SCIENTIST and \_\_\_\_\_\_\_\_\_\_ shall ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained for investigational use only in laboratory animals or in vitro experiments. \_\_\_\_\_\_\_\_\_\_ agrees that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated therewith will be used in human beings.
6. This Agreement and the resulting transfer of Material constitute a license to use the Material solely for \_\_\_\_\_\_\_\_\_\_ internal research use. Subject to the provisions in paragraph 7/8 (depending on whether optional paragraph 4 is used), \_\_\_\_\_\_\_\_\_\_ agrees that nothing herein shall be deemed to grant to \_\_\_\_\_\_\_\_\_\_ or SCIENTIST any rights under any UT SOUTHWESTERN patents or any rights to use the Material for any products or processes for profit-making or commercial purposes. The Material will not be used in research that is subject to consulting or licensing obligations of \_\_\_\_\_\_\_\_\_\_ or SCIENTIST to another individual, institution or business entity unless prior written permission is obtained from UT SOUTHWESTERN.
7. \_\_\_\_\_\_\_\_\_\_ shall have no rights in the Material other than as provided in this Agreement. At the request of UT SOUTHWESTERN, \_\_\_\_\_\_\_\_\_\_ will return all unused Material.
8. \_\_\_\_\_\_\_\_\_\_ will inform UT SOUTHWESTERN, in confidence, of results of Research related to the Material by personal written communication or by providing UT SOUTHWESTERN with a draft manuscript describing such results. If \_\_\_\_\_\_\_\_\_\_’s SCIENTIST desires to publish such Research results in a noncommerical scientific publication, \_\_\_\_\_\_\_\_\_\_ will provide UT SOUTHWESTERN with a copy of any manuscript or abstract disclosing such Research results prior to submission thereof to a publisher or to any third party, and in any case, not less than forty-five (45) days prior to any public disclosure, for the purpose of protecting the Material and any proprietary and intellectual property of UT SOUTHWESTERN that might be disclosed by such publication. If the publication comes about, \_\_\_\_\_\_\_\_\_\_ agrees to acknowledge UT SOUTHWESTERN scientists, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. UT SOUTHWESTERN agrees that it will acknowledge SCIENTIST’S publications, as academically and scientifically appropriate, in its publications, which may refer to the results of SCIENTIST’S Research.
9. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UT SOUTHWESTERN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
10. In no event shall UT SOUTHWESTERN be liable for any use by SCIENTIST or \_\_\_\_\_\_\_\_\_\_ of the Material for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. (Except where limited by Federal law, or by the constitution and laws of the state governing the recipient,) \_\_\_\_\_\_\_\_\_\_ agrees to hold harmless The University of Texas System (hereinafter referred to as System), UT SOUTHWESTERN, their Regents, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to this Agreement and the use by \_\_\_\_\_\_\_\_\_\_ of the results obtained from Research.
11. SCIENTIST and \_\_\_\_\_\_\_\_\_\_ will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the Material, including any specially applicable to research with recombinant DNA, and when the Material is used in the United States, SCIENTIST will comply with current NIH guidelines.
12. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of UT SOUTHWESTERN.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS  
5323 Harry Hines Boulevard  
Dallas, Texas 75235-9013

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Peter H. Fitzgerald, Ph.D.  
Executive Vice President for Business Affairs

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

horizontal rule

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

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