

# UCSC OFFICE FOR MANAGEMENT OF INTELLECTUAL PROPERTY

## MATERIAL TRANSFER AGREEMENT

Re:

### 1. Name of Material

This Material Transfer Agreement is effective on the date of the last signature of the parties. The parties in this agreement are: \_\_\_\_\_ ("RECIPIENT") located at: \_\_\_\_\_ and The Regents of the University of California, represented by its Santa Cruz Campus ("UCSC") located at 1156 High Street, Santa Cruz, California, 95064.

UCSC agrees to provide RECIPIENT with certain research material requested by RECIPIENT for use by its scientist, \_\_\_\_\_ ("Scientist"), subject to the terms and conditions set forth in this Material Transfer Agreement ("Agreement").

1. The Agreement applies to the transfer of \_\_\_\_\_ ("Material") for use only in scientific research/evaluation relating to molecular cell development ("Research"). The Material is being made available by \_\_\_\_\_ ("Investigator") and resulted from research conducted by Investigator as an employee of UCSC.

2. Legal title to the Material shall be unaffected by this Agreement or the transfer made hereunder, and nothing in the Agreement grants RECIPIENT any rights under any patents nor any rights to use the Material or any product(s) or process(es) derived from or with the Material for profit-making or commercial purposes. Nothing in this Agreement shall alter any rights the U.S. Government may have with respect to the Material. Except as otherwise provided in paragraph 4 of this Agreement, RECIPIENT and Scientist shall maintain the confidentiality of UCSC's proprietary information relating to the Material. RECIPIENT will hold the Material in trust solely for the purposes set forth in this Agreement.

3. The transfer of the Material constitutes a non-exclusive license to use the Material solely for the internal scientific research of RECIPIENT. This Agreement does not restrict UCSC's rights to distribute the Material to other commercial or non-commercial entities. RECIPIENT agrees to negotiate in good faith a license with UCSC prior to making any profit-making or commercial use of the Material or any product(s) or process(es) derived from or incorporating the Material. UCSC shall have no obligation to grant such a license to RECIPIENT and may grant exclusive or nonexclusive licenses to others who may be investigating uses of the Material.

4. **ACKNOWLEDGMENT AND PUBLICATION.** In all oral presentations or written publications concerning the Research, RECIPIENT will acknowledge UCSC's contribution in providing the Material unless requested by UCSC otherwise. To the extent permitted by law, RECIPIENT agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of UCSC's written information about the Material delivered to RECIPIENT that is stamped "CONFIDENTIAL," except for (i) information that was previously known to RECIPIENT; (ii) information that is or becomes publicly available; or (iii) information which is disclosed to RECIPIENT without a confidentiality obligation; or (iv) information which is independently developed by Recipient without use of or reference to confidential information of UCSC.

If Scientist and RECIPIENT wish to publish results of the Research, Scientist or RECIPIENT will furnish UCSC 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 UCSC opportunity to protect proprietary or intellectual property relating to the Material that might be contained in such disclosure.

5. NO FURTHER TRANSFER. Scientist and RECIPIENT agree to retain control over the Material, and further agree not to transfer the Material to any person or entity not under the immediate and direct control of Scientist. No person authorized to use the Material shall be allowed to take or send the Material to any location other than the Scientist's laboratory without UCSC's prior written consent. UCSC reserves the right to distribute the Material to others and to use it for any and all purposes.
6. FUTURE INVENTIONS. If the Research results in an invention involving the Material (hereinafter "Project Invention"), whether patentable or not, RECIPIENT will promptly disclose the Project Invention to UCSC in writing and specify UCSC's role as the supplier of the Material used, as well as the role, if any, of any UCSC employee in creating the Project Invention. UCSC will hold such written disclosure in confidence. Inventorship to any Project Invention developed under this MTA shall be decided in accordance with U.S. patent law. UCSC employee's rights, if any due to co-inventorship, in any Project Invention will be owned by UCSC.
7. NO WARRANTIES. THE MATERIAL IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UCSC MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
8. RECIPIENT BEARS ALL RISK. THIS Material IS TO BE USED WITH CAUTION AND PRUDENCE IN ANY EXPERIMENTAL WORK, SINCE ALL OF ITS CHARACTERISTICS ARE NOT KNOWN AND FURTHER IT MAY BE INFECTIOUS OR OTHERWISE HAZARDOUS. RECIPIENT shall bear all risk to it and/or to any others resulting from any use, directly or indirectly, to which it puts the MATERIAL.
9. NO LIABILITY TO UCSC. In no event shall UCSC be liable for any use by Scientist or RECIPIENT of the Material or for any loss, claim, damage, or liability, of any kind or nature that may arise from or in connection with this Agreement or the use, handling, storage, or disposal of the Material. The RECIPIENT hereby agrees to defend, indemnify and hold harmless UCSC and UCSC's trustees, regents, officers, agents, and employees from any liability, claim, loss, or damage of whatsoever kind or nature that they may suffer as a result of claims, demands, costs, or judgments against them arising out of the use or disposition of the Material by the Scientist or the RECIPIENT.
10. RECIPIENT understands that no other right or license to the Material is granted or implied as a result of transmission of the Material by UCSC to RECIPIENT.
11. No modification of this Agreement shall be effective unless made in writing and duly executed by an authorized signatory on behalf of each party.
12. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, RECIPIENT shall, at UCSC's option, either return or destroy any Materials in RECIPIENT's possession.
13. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter.

14. This Agreement shall extend for one year from the effective date, unless terminated sooner by (a) mutual written consent of the parties; or (b) by UCSC, if RECIPIENT is in violation of any of the terms of this Agreement

15. This Agreement is not Assignable.

16. This Agreement shall be governed by California State law. The parties hereby submit to the exclusive jurisdiction of the courts of the State of California in all matters concerning this Agreement.

**AGREED AND ACCEPTED:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_

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

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

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

**RECIPIENT: COMPANY NAME**

By: \_\_\_\_\_

(Authorized Representative)

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

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

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

**RECIPIENT SCIENTIST**

By: \_\_\_\_\_

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

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