



Material Transfer Agreement

This Material Transfer Agreement (MTA) provides the terms and conditions whereby the University of New Hampshire of Durham, NH 03824, hereinafter referred to as PROVIDER, agrees to provide the Material identified in Paragraph 1 below to <RECIPIENT NAME>, <RECIPIENT INSTITUTION>, <RECIPIENT CITY>, <RECIPIENT STATE>, hereinafter collectively referred to as RECIPIENT.

1. The Material to be furnished from the laboratory of **Thomas D. Kocher, Ph.D.**, consists of Bacterial Artificial Chromosome (BAC) libraries and Complementary DNA (cDNA) libraries as described on the Hubbard Center for Genome Studies order form, hereinafter referred to as "MATERIAL". The MATERIAL is provided to RECIPIENT subject to the following terms and conditions.
2. The MATERIAL will be used only by RECIPIENT and by those under RECIPIENT'S direct supervision, and will not be distributed to others without prior written consent of PROVIDER.
3. The MATERIAL is being provided to RECIPIENT for teaching, research, or evaluation purposes only and will not be used for profit-making, commercial, or clinical purposes. Nothing in this MTA grants RECIPIENT any rights under any patents nor any rights to use any products or processes derived from or with MATERIAL for profit making or commercial purposes. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application by the PROVIDER.
4. In the event that any patentable invention or improvement is conceived or first reduced to practice by the RECIPIENT with the aid of the MATERIAL, its progeny or unmodified derivatives, or which could not have been made but for the use of the MATERIAL, RECIPIENT may file patent applications directed thereto, provided that at least sixty (60) days prior to filing, RECIPIENT will give to PROVIDER for review and comment by PROVIDER as to inventorship and ownership, copies of all patent applications for any invention which contains any portion of the MATERIAL. RECIPIENT agrees to negotiate in good faith to reach an agreement for the payment of reasonable royalties to the PROVIDER based on the manufacture, use, licensing, or sale of products and/or processes claimed in any such patent applications and any patents issuing therefrom.
5. Any use of the MATERIAL for production of goods or products for sale shall be subject to a separate agreement between RECIPIENT and PROVIDER. RECIPIENT agrees, in advance of such use, to negotiate in good faith with PROVIDER to establish the terms of a commercial license. It is understood by RECIPIENT that PROVIDER shall have no obligation to grant such license to RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others.
6. RECIPIENT is encouraged to publish the results obtained through the use of the MATERIAL, and RECIPIENT agrees to acknowledge the source of the MATERIAL in accordance with customary practices. RECIPIENT shall furnish to PROVIDER copies of any proposed publication or presentation at least sixty (60) days in advance of the submission of such proposed publication or presentation. PROVIDER shall have thirty (30) days after receipt of said copies

to comment upon and/or object to such proposed presentation or publication because there is subject matter which needs protection, or there is an inadvertent disclosure of PROVIDER'S confidential information.

7. RECIPIENT and those entitled to use the MATERIAL pursuant to Item 2 above, will do so in a safe manner and in compliance with all applicable statutes, laws and regulations.

8. The MATERIAL delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. MATERIALS delivered are non-hazardous, Biosafety Level One Agents. **PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.**

9. To the extent allowable under applicable law, RECIPIENT agrees to indemnify, defend, and hold harmless PROVIDER and its trustees, officers, agents, employees, staff, and students against all claims, damages, loss, expenses (including without limitation legal expense), suits and other actions made by RECIPIENT or made against RECIPIENT by any other party, arising from RECIPIENT'S acceptance, use, storage and disposal of the MATERIAL, except to the extent such arise due to the gross negligence or willful misconduct of PROVIDER.

10. The MATERIAL is provided at the fees in US dollars as detailed on the order form submitted to the Hubbard Center for Genome Studies.

11. These materials are under an approved UNH Institutional Animal Care and Use Committee (IACUC) protocol and UNH Institutional Biosafety Committee approval.

12. This MTA represents the entire understanding between PROVIDER and RECIPIENT, and is not assignable by either party.

13. The MTA shall be governed and construed in accordance with the laws of the State of New Hampshire.

14. Paragraphs 4, 5, 6, 8, and 9 shall survive termination.

If these terms and conditions are acceptable, please have this MTA signed by a duly authorized representative of the RECIPIENT and return both originals to the Office of Intellectual Property Management at the University of New Hampshire, Durham, New Hampshire. The MATERIAL and a fully executed MTA will be forwarded promptly to the RECIPIENT identified below.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the date of the last signature below.

Accepted and Agreed to by:

RECIPIENT		PROVIDER	
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name</i>		Thomas D. Kocher, Ph.D. _____ <i>Name</i>	
_____ <i>Title</i>		Professor and Co-Director, HCGS _____ <i>Title</i>	
_____ <i>Telephone Number</i>		603-862-2115 _____ <i>Telephone Number</i>	
_____ <i>Institution</i>		UNIVERSITY OF NEW HAMPSHIRE _____ <i>Institution</i>	
_____ <i>Correspondence (Institutional) Address</i>		Office of Intellectual Property Management 140 Gregg Hall, 35 Colovos Road Durham, NH 03824 _____ <i>Correspondence (Institutional) Address</i>	
_____ <i>Institutional Signature</i>	_____ <i>Date</i>	_____ <i>Institutional Signature</i>	_____ <i>Date</i>
_____ <i>Name</i>		Robert L. Dalton _____ <i>Name</i>	
_____ <i>Title</i>		Director Office of Intellectual Property Management _____ <i>Title</i>	
_____ <i>Telephone Number</i>		603-862-4125 _____ <i>Telephone Number</i>	