

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

(Recipient Institution)

MATERIAL TRANSFER AGREEMENT

The Massachusetts Institute of Technology ("Provider") and _____ ("Investigator") agree to provide _____ (Recipient Institution hereinafter "Recipient") with material as described below as requested by _____ ("Scientist") for use in a research project, subject to the terms and conditions set forth in this Agreement.

1. This Agreement applies to _____, any additional progeny or derivatives which could not have been made but for the _____ and any related information and know-how which is received by Recipient under this Agreement (collectively, the "Material") for use in Scientist's research relating to _____ ("Research").

2. Legal title to the Material will remain with Provider. Except as otherwise provided in Paragraph 6 of this Agreement, Recipient and Scientist will maintain the confidentiality of proprietary information relating to the Material.

3. Provider grants Recipient a nonexclusive license to use the Material solely for the noncommercial scientific research of Recipient. The Material is provided to Recipient for use only in laboratory animals or in vitro experiments. THE MATERIAL WILL NOT BE USED IN HUMANS.

4. The Material will be used only in Scientist's laboratory and only by Scientist and laboratory personnel under Scientist's immediate and direct control.

5. The Material is experimental in nature and will 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, EXPRESS OR IMPLIED. Provider makes no

representation or warranty that the use of the Material will not infringe any patent or other proprietary right.

6. Scientist will inform Investigator in confidence of Research results related to the Material, by personal communication or by providing Investigator with copies of manuscripts describing the results of such Research at the time the manuscripts are submitted for publication.

7. Scientist and Recipient will acknowledge Provider and Investigator as the source of the Material in any publication of Research results.

8. The transfer of the Material grants to Recipient no rights in the Material other than those specifically set forth in this Agreement. Recipient will, at the request of Provider, return or destroy all unused Material.

9. Recipient will at all times during the term of this Agreement and thereafter, indemnify, defend and hold Provider, its trustees, directors, officers, employees, agents, students, investigators and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, resulting from the use, handling, storage or disposition of the Material or arising from any obligation of Recipient or Scientist hereunder. In no event will Provider be liable for any use of the Material by Scientist, or laboratory personnel under Scientist's immediate and direct control, or Recipient, 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 disposition of the Material.

10. Scientist and Recipient will use the Material in compliance with all laws, governmental regulations and guidelines, including current National Institutes of Health guidelines and any regulations or guidelines pertaining to research with animals or recombinant DNA, that may be applicable to the Material.

11. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Provider.

If you agree to accept the Material under the above conditions, please have this Agreement signed by an authorized representative of Recipient and return one original to:

Material Transfer Coordinator
Technology Licensing Office
Massachusetts Institute of Technology
77 Massachusetts Ave., Room NE25-230
Cambridge, MA 02139

The Material will be sent to you as soon as possible after the receipt of the signed Agreement.

Agreed to for:

MASSACHUSETTS INSTITUTE OF
TECHNOLOGY

(Recipient Institution)

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

(Scientist)

By _____

Name _____

Title _____

Date _____