

MATERIAL TRANSFER AGREEMENT

TO: [insert scientist's name] ("Company Scientist") / [insert company name] ("Company") (together, the "Recipient").

Address: [insert company address]

FROM: Iowa State University Research Foundation, Inc. (ISURF)

Address: 310 Laboratory of Mechanics, Ames, Iowa 50011-2131 U. S. A.

RE: Material identified as [insert detailed description of material] (ISURF# [insert ISURF #]) "[insert title of ISURF #]" ("Material")

In response to your request for the identified Material, we ask the Company Scientist and an authorized official of Company to sign this Agreement before receiving the Material:

1. The Material is the proprietary property of ISURF and is made available for evaluation purposes only.
2. The Material will be used for evaluation purposes only. Nothing in this Agreement grants the Recipient any rights under any patents nor any rights to use the Material or any products or processes derived from or with the Material for profit-making or commercial purposes. The Recipient agrees to negotiate in good faith a license with ISURF prior to making any profit-making or commercial use of the Material or any product or process derived from Material. ISURF 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.
3. Recipient shall not transfer the Material to others.
4. This Agreement does not restrict ISURF's right to distribute the Material to other commercial or noncommercial entities.
5. Recipient agrees to acknowledge [insert names of inventors]'s contribution in any publications describing the research utilizing the Material.
6. Recipient agrees to use the Material in compliance with all applicable statutes and regulations.
7. Either party has the right to terminate this Agreement at any time, in which case Recipient will discontinue within thirty (30) days its use of the above mentioned Material until such time as a new agreement between the parties is established. If no Agreement is established between the parties, Recipient agrees, upon direction of ISURF, to return or destroy the Material.

8. The Material is experimental in nature, and ISURF 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 ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.

9. In no event shall ISURF be liable for any use of the Material, and Company agrees to defend, indemnify, and hold ISURF harmless from any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, storage and disposal of such Material.

10. This Agreement may not be transferred or assigned by Recipient except with the prior written consent of ISURF. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Iowa.

11. Material Transfer Handling Fee: [insert amount and timing of payment if a fee is to be charged.]

IOWA STATE UNIVERSITY RESEARCH FOUNDATION, INC.

By:

Kenneth Kirkland, Ph. D., Executive Director
Iowa State University Research Foundation, Inc.

Date: ____ / ____ / ____

[Insert name of ISU researcher], Provider Scientist
Iowa State University

Date: ____ / ____ / ____

[Insert Company Name] AUTHORIZED OFFICIAL
By:

Signature

Date: ____ / ____ / ____

Please type or print name & title
for [insert company name]

Date: ____ / ____ / ____

[insert company scientist], Company Scientist
[title, Company name]