

# **MATERIAL TRANSFER AGREEMENT**

## **Western Michigan University**

\_\_\_\_\_  
(Recipient Institution)

Western Michigan University ("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 testing relating to \_\_\_\_\_ ("Testing").

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 testing by Recipient.

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 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.

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

12. The signatories affirm that they have the authority to bind their respective parties to this agreement.

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:

Office of Research and Innovation  
Western Michigan University  
Walwood Hall, Room 210W  
Kalamazoo, MI 49008-5456

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

**Agreed to by:**  
WESTERN MICHIGAN UNIVERSITY

WMU Authorized Representative

Signature:

Printed Name:

Title:

Date:

Investigator

Signature:

Printed Name:

Title:

Date:

(Recipient Institution)

Recipient Institution Signature:

Printed Name:

Title:

Date:

Recipient Institution Scientist

Signature:

Printed Name:

Title:

Date: