

Office of the Vice Provost for Research  
University of Virginia  
P.O. Box 400301  
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(804) 924-3606 \* Fax (804) 924-3667

MATERIAL TRANSFER AGREEMENT

TO:

RE: \_\_\_\_\_

Dear Dr. \_\_\_\_\_:

We are willing to supply you with the above-cited Material for use in the experiments to

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To protect the interests of the University of Virginia (UVA) with respect to the Material and because its shipment for research requires compliance with certain Federal regulations, We must ask that you and your employing organization, \_\_\_\_\_ (Institution) agree to the following conditions:

1. None of the Material or proprietary information included with it will be transferred to others outside of your Institution.
2. The Material will be use solely for research purposes and will not be used in any studies other than those outlined in the Research Plan. The Material will not be used in humans under any circumstances.
3. A written report detailing the results obtained in your study will be supplied to UVA within six months following receipt of the Material. UVA will be free to use this information for any research purposes.
4. If a publication results from work using the Material, you agree to acknowledge UVA and/or to give credit to UVA scientists, as scientifically appropriate, based on any direct contribution they or the Material may make to the work.
5. THE MATERIAL IS EXPERIMENTAL IN NATURE AND IT IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UVA MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE PRODUCT WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
6. In no event shall UVA be liable to any use by you or by your Institution of the Material or any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with the use, handling or storage of the Material.

7. Any patentable invention, which is made relating to new uses of the Material, will be jointly owned by your Institution and UVA. Any revenues arising from a commercial product or service based on such invention will be shared by the joint owners with the respective shares to be negotiated in good faith and based on the relative contribution made by the Material to the invention.
8. You will use the Material in compliance with all laws and governmental regulation and guidelines applicable to the Material for work with recombinant DNA, and when the Material is used in the United States, you will comply with current NIH guidelines.
9. This agreement is governed in its entirety by the laws of the Commonwealth of Virginia.

To confirm this agreement with the above terms, please sign and date this letter below, have an authorized representative of your Institution sign and date it, and return the letter. You may keep the second copy for your files. We will ship the Material, with appropriate technical information, following receipt of the signed document.

Yours truly,

\_\_\_\_\_  
David Hudson, Associate Vice President for Research

#### RECIPIENT SCIENTIST CERTIFICATION

Agreed

Recipient Scientist: \_\_\_\_\_

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

#### RECIPIENT ORGANIZATION CERTIFICATION

Certification: I hereby certify that the RECIPIENT organization has agreed to the terms of the Agreement (May be the RECIPIENT SCIENTIST if authorized by the RECIPIENT organization):

Authorized Official: \_\_\_\_\_

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

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