

Material Transfer Agreement

Provider: The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation, herein represented by LSU Health Sciences Center in New Orleans, organized and existing under the laws of the State of Louisiana ("LSU")
and

Recipient: Institution Name: _____

Description: _____

organized and existing under the laws of _____
("User")

enter into the following Agreement (the "Agreement") effective the _____ day of _____, _____

1. DEFINITION

1.01 "Biological Material" means _____

as well as all mutants, progeny, or derivatives of the above; as well as any product expressed or produced by or through the use of any of the above; as well as any other material that results from, or whose derivation can be traced to, any of the above.

2. CONDITIONS OF USE

- 2.01 User shall make no use whatsoever of any Biological Material, except as expressly permitted by this agreement. User shall comply with all applicable laws, rules, and regulations concerning the use of the Biological Materials, and shall use suitable containment conditions.
- 2.02 User may use Biological Materials only for academic or other noncommercial research purposes in the field of _____
under the direction of _____. Under no circumstances may User inject any Biological Material into a human, or otherwise use any Biological Material in a study involving any human subject.
- 2.03 User shall not provide samples of any Biological Material to any other party without prior written permission from LSU. The Biological Materials will not be distributed or released to any person other than to User employees.
- 2.04 No patent license or other license of any LSU rights is granted to User by this Agreement. If User wishes to use any Biological Material for any purpose other than academic or other noncommercial research in the field defined in section 2.02, User shall notify LSU in writing that User wishes to negotiate a license or sublicense for such a use. LSU shall have no obligation to grant such a license, nor shall LSU have any obligation to negotiate for such a license.
- 2.05 User shall require all personnel or employees of User who use or who are likely to use any Biological Material to read this Agreement, and to acknowledge this Agreement by signing in the appropriate spaces below.
- 2.06 If LSU has reasonable grounds to believe that User has violated the terms of this Agreement, then upon notice from LSU, User shall immediately transfer to LSU (or destroy) all Biological Materials in User's possession, custody, or control.

- 2.07 User may not assign, transfer, or sublicense any rights under this Agreement.
- 2.08 User shall promptly provide LSU with one or more written reports summarizing the results obtained by User with the Biological Material.
- 2.09 Inventorship of intellectual property generated through the use of this material will be determined according to U.S. Patent Laws. However, in the event that Recipient invokes the CREATE Act (pursuant to 35 U.S.C. §103(c)) without prior written consent from LSU, any patent obtained by Recipient by asserting that this MTA is a joint research agreement will be jointly owned by LSU and Recipient.

3. CONFIDENTIALITY

- 3.01 "Confidential Information" shall mean: (1) any written communications between the parties concerning the Biological Materials that is clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous locations, and (2) any oral communications between the parties concerning the Biological Materials, provided that the substance of the oral communication is reduced to writing with the writing clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous locations, and with the writing thus marked delivered to all personnel of the receiving party to whom the oral disclosure was made within thirty (30) days of the initial oral disclosure.
- 3.02 Except as otherwise provided in this Agreement, each party agrees to hold in confidence all Confidential Information disclosed by the other party. Neither party shall be obligated to maintain the confidentiality of its own Confidential Information, except to the extent that the disclosure of a party's own Confidential Information has the effect of incidentally disclosing the other party's Confidential Information as well.
- 3.03 These obligations of confidentiality shall apply for a period of three (3) years from the date of each disclosure, and shall survive the termination or expiration of this Agreement unless or until such Confidential Information : (a) is in the public domain or thereafter becomes part of the public domain through no fault or act of the receiving party; or (b) is known by the receiving party prior to disclosure by the disclosing party; or (c) is subsequently disclosed to the receiving party by a third party having a legal right to do so, without restriction; or (d) is required to be disclosed by a court or government agency, provided that the disclosing party is given reasonable notice under the circumstances and the opportunity to contest the required disclosure.

4. INDEMNIFICATION

- 4.01 User shall bear all risks to itself or to anyone else for any liability or damage resulting from or related in any way to User's use of any Biological Material. User shall defend, indemnify, and hold harmless LSU, LSU's agents, and LSU's employees from any and all liabilities or damages, including Attorneys fees, arising out of or related in any way to User's use of any Biological Material, or arising out of or related in any way to any breach of this Agreement.

5. NO WARRANTY

- 5.01 User understands that the Biological Materials are experimental in nature and have not been fully characterized. LSU makes no warranty or representation whatsoever concerning any Biological Material, concerning the fitness of any Biological Material for the purpose for which intended or for any other purpose, or concerning the freedom of any Biological Material from infringement of patent rights or other rights held by third parties.

6. NOTICES

6.01 Any notices or other correspondence under this Agreement shall be mailed as follows:

LSUHSC-NO – Technical Matters

LSUHSC-NO Department
Street
Street
New Orleans, Louisiana
Zip code

LSUHSC-NO – Business Matters

Office of Technology Development
LSU Health Sciences Center-NO
433 Bolivar Street, Room 827
New Orleans, LA 70112

User – Technical Matters

Three blank lines for user technical matters.

User – Business Matters

Three blank lines for user business matters.

SIGNATURES

In witness whereof, authorized signatories for LSU and User have signed this Agreement on the respective dates indicated below.

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE THROUGH ITS HEALTH SCIENCES CENTER

By:
Name: Joseph M Moerschbaecher, PhD
Title: Vice Chancellor for Academic Affairs
Date:

USER

Institution:
By: Signature
Name:
Title:
Date:

ACKNOWLEDGMENTS

Acknowledgments by all User’s personnel or employees who use or who are likely to use any Biological Material:

Signature: Name, Title: Date: (00/00/0000)
Four rows of signature lines.