BIOLOGICAL MATERIALS USE AGREEMENT

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation, organized and existing under the laws of the State of Louisiana ("LSU"); and __________________, organized and existing under the laws of __________________, ("User") enter into the following Agreement effective the __ day of __, 199__.

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 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. User shall take reasonable precautions to prevent third parties from gaining access to any Biological Material.

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 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. User shall promptly send a new copy of this Agreement to LSU after each such new signature is added.

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.

3. INDEMNIFICATION

3.01 User shall bear all risks to itself or to anyone else for any liability or damage resulting from or related in any way to 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 any Biological Material, or arising out of or related in any way to any breach of this Agreement.

4. NO WARRANTY

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.
5. NOTICES

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

LSU (Technical Matters):

Department of:
Louisiana State University
Baton Rouge, Louisiana 70803

User (Technical Matters)

LSU (Business Matters):

Office of Technology Transfer
Louisiana State University
Baton Rouge, Louisiana 70803

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

By: ________________________________
(Name, Title)
Date: ________________________________

USER

By: ________________________________
(Name, Title)
Date: ________________________________

ACKNOWLEDGEMENTS

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

Signature: __________________________
Name, Title: _________________________
Date: ________________________________

Signature: __________________________
Name, Title: _________________________
Date: ________________________________

Signature: __________________________
Name, Title: _________________________
Date: ________________________________

Signature: __________________________
Name, Title: _________________________
Date: ________________________________

Communications regarding this agreement should be addressed to:

FM010