**UNIVERSITY OF LOUISIANA AT LAFAYETTE**
MATERIAL TRANSFER AGREEMENT

This Agreement is effective as of the date last signed below, by and between the University of Louisiana at Lafayette, 104 University Circle, Lafayette, LA 70503, USA (hereinafter referred to as “UL Lafayette”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Recipient Institution”). UL Lafayette and Recipient Institution may be referred to collectively as the “Parties”.

WHEREAS UL Lafayette is the owner of certain materials that may be useful in connection with scientific research and Recipient Institution has requested the right to use such materials in its research.

NOW THEREFORE the Parties hereby covenant and agree as follows:

1. “Materials” shall mean:

“Research” shall mean the research to be completed by Recipient Institution using the Materials, specifically \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. “Recipient Investigator” shall mean :

3. The Materials will be sent to the Recipient Investigator and be used solely for Research conducted under the supervision of the Recipient Investigator and will not be distributed to others or used for any other purposes, except as provided under Research, without written permission from UL Lafayette.

4. Materials will be used for non-clinical research purposes only and WILL NOT BE USED ON HUMANS.

5. It is understood that the Materials are the proprietary property of UL Lafayette and said Materials shall not be incorporated into a commercial product or used in any commercial application, without a license from UL Lafayette. It is understood that no right to a license is given, implied, or intended by this Agreement. Further, UL Lafayette makes no representation that the use of the Materials will not infringe any patent or other proprietary right.

6. Should Recipient Institution use of the Materials result in potentially valuable commercial property, Recipient Investigator will promptly notify UL Lafayette, and the parties will enter into negotiation on the terms of a license agreement.

7. UL Lafayette’s rights to distribute the Materials and to pursue related licensing agreements with other commercial and non-commercial organizations are NOT limited in any way by this Agreement.

8. Recipient Institution & Recipient Investigator agree to use the Materials in a safe manner and in compliance with Federal, State, and local laws, regulations, and guidelines.

1. This Agreement shall not be interpreted to prevent or delay publication of results of Research using the Materials. Recipient Investigator agrees to provide appropriate acknowledgement of the source of the Materials in all publications and presentations based on the use of the Materials, and shall engage UL Lafayette for joint publication of Research results and related patent applications where applicable.
2. THE RECIPIENT INVESTIGATOR AND RECIPIENT INSTITUTION ACKNOWLEDGE THE EXPERIMENTAL NATURE OF THE MATERIALS AND THAT IT IS PROVIDED ON AN “AS IS BASIS” WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, AND THAT UL LAFAYETTE HAS NO LIABILITY IN CONNECTION WITH ITS USE, STORAGE, HANDLING, OR TRANSPORTATION. Further the RECIPIENT INVESTIGATOR and RECIPIENT INSTITUTION agree to waive all claims against UL Lafayette and to defend and indemnify UL LAFAYETTE from all claims and damages arising from actions by the RECIPIENT Investigator and/or RECIPIENT INSTITUTION related to their use of the Materials.
3. The Materials are being provided upon receipt of a one-time Fee of $\_\_\_\_\_\_ to cover the costs of making, packaging, and transferring the Materials. PAYMENT SHOULD BE MADE TO University of Louisiana at Lafayette AND SENT TO:

Vice President for Research
Attn: Office of Innovation Management
University of Louisiana at Lafayette
104 University Circle
Lafayette, LA 70503

Whitney Bank
Bank ABA/Routing Number: 065400153
Bank Account Number: 81126936
Swift Code: WHITUS44

Recipient Institution contact person:

Invoices to be made to:

1. This Agreement will terminate on completion of the Research or on thirty (30) days written notice by either party to the other. Upon termination, Recipient will discontinue its use of the Materials and will, upon direction of UL Lafayette, return or destroy any remaining Materials.
2. Paragraphs 5 and 10 shall survive termination.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereby execute this AGREEMENT as of the date last signed below

**COMPANY University of Louisiana at Lafayette**

 Dr. E. Joseph Savoie, President

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