

UNIVERSITY OF MASSACHUSETTS  
MATERIALS TRANSFER AGREEMENT  
(ver. 10/16/01)

This Agreement is among \_\_\_\_\_ ("Company"), the University of Massachusetts (the "Institution"), and \_\_\_\_\_ ("Researcher"). In consideration of Company providing certain of its materials to the Institution and to Researcher (collectively, the "Recipients"), the parties hereby agree as follows:

1. Supply of Materials. Company agrees to use reasonable efforts to promptly supply the Recipients with the following tangible materials:

**[exact description of materials]**

**[approximate amounts of materials]**

**[schedule if installments]**

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Upon written request, Company may provide the Recipients with additional quantities of such materials or with different materials. As used in this Agreement, the term "Materials" shall refer to all such tangible materials provided to the Recipients, as well as any other materials routinely produced through use of such materials, including any progeny derived from a cell line, monoclonal antibodies or recombinant proteins produced from the provided materials, and substances routinely purified from any source material included in the provided materials (such as recombinant proteins isolated from a cell extract or supernatant by non-proprietary affinity purification methods).

2. Limited Use of Materials. The Recipients agree to use the Materials only for the following experimental research under the direct supervision of Researcher, and not for any other purpose:

**[brief description of research]**

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The Recipients shall use the Materials only in compliance with all applicable federal, state, and local laws and regulations. The Recipients shall not use the Materials in any in vivo experiments on human subjects.

3. Limited Disposition of Materials. The Recipients shall not distribute any Materials to any third party other than employees of Institution who are working under the supervision of Researcher. Upon completion of the research, or sooner at the request of Company, the Recipients shall at the instruction of Company either destroy or return any unused Materials.

4. Ownership of Materials. The Recipients acknowledge and agree that all Materials are and shall be owned by Company. The Recipients agree to execute and deliver any documents of assignment or conveyance to effectuate the ownership rights of Company in the Materials. Company reserves all intellectual property rights in the Materials.

5. License of Research Results. Recipients shall notify Company promptly of any discoveries, inventions, data, modifications, new substances, and other results of any research using the Materials ("Research Results"). To the extent permitted by law and any conflicting obligations to non-profit sponsors of research, the Recipients hereby grant Company a first option to obtain an exclusive, worldwide license under any intellectual property rights in any Research Results (the "License Option"). Company may exercise the License Option upon written notice to the Recipients within thirty (30) days from the date upon which Company receives notice of the relevant Research Results. In the event that Company elects to exercise the License Option, the parties shall attempt to negotiate in good faith a license agreement containing commercially reasonable terms and pricing. If the parties are unable to reach agreement within ninety (90) days after the date upon which Company exercised the License Option (the "Negotiation Period"), then the Recipients will be free to offer such rights to third parties; provided, however, that for a period of one (1) year after the Negotiation Period, the Recipients may only offer such rights to third parties on terms and pricing which in the aggregate are no more favorable than those last offered to Company, unless the more favorable terms and pricing have first been offered in writing to Company and either (i) Company has declined in writing to accept such terms and pricing or (ii) Company has not responded after a period of thirty (30) days from the date of such offer.

6. Publication Rights. In order to prevent the inadvertent loss of patent rights, the Recipients shall provide Company with pre-prints or abstracts of any proposed presentation or paper describing any Research Results at least sixty (60) days prior to publication. In any publication by the Recipients, Company will be acknowledged as the source of the Materials.

7. Conflicting Obligations. The Recipients shall not use the Materials in research that is subject to a licensing obligation to another commercial entity without the prior written consent of Company.

8. No Warranties. Any Materials delivered pursuant to this Agreement are understood to be experimental in nature and may have hazardous properties. COMPANY MAKES NO REPRESENTATIONS, AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

9. Indemnification. The University is forbidden by the Constitution of the Commonwealth of Massachusetts to indemnify third parties. To the extent that prohibition is modified in the future to allow indemnification and Institution is permitted by applicable law, the Institution agrees to indemnify, defend, and hold harmless Company and its directors, officers, representatives, employees, and agents against claims, demands, suits, or other actions arising from the use, storage, or disposal of the Materials by the Recipients.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

INSTITUTION  
University of Massachusetts

COMPANY

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

RESEARCHER

By: \_\_\_\_\_  
Name:  
Title:  
Date: