**NORTH CAROLINA AGRICULTURAL & TECHNICAL STATE UNIVERSITY
MATERIAL TRANSFER AGREEMENT**

This Material Transfer Agreement (“Agreement”) is by and between North Carolina Agricultural and Technical State University, an agency of the State of North Carolina, having an address at 1601 East Market Street, Greensboro, NC 27411 U.S.A (“N.C. A&T” or “Party”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“PROVIDER” or “Party”),, and collectively “Parties”. This Agreement is effective as of the date of the last signature below (“Effective Date”).

In accepting the one or more Materials, as specified in attached Exhibit A (the “Material”), N.C. A&T hereby agrees to the following terms and conditions:

1. All restrictions and obligations of this Agreement relate to the Material together with any progeny, mutants, or replicated forms thereof, and all cells and tissues containing the Material, including any replicated forms and unmodified derivatives thereof.
2. The Material is to be used only at N.C. A&T’s facilities by N.C. A&T’s principal investigator, \_\_\_\_\_\_\_\_\_\_\_ (the “P.I.”), and by individuals and/or consultants working under the P.I.’s direction. The Material will be used solely for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_.
3. No specimen of the Material will be given or made available to any other person, institution, firm or corporation without the expressed written consent of PROVIDER.
4. This permission to use the Material shall be restricted to N.C. A&T’s internal research use only. The Material may not be used commercially or for research that is subject to consulting or licensing obligations to another commercial organization whether or not such obligations presently exist or are entered into in the future unless written permission is obtained from PROVIDER.
5. N.C. A&T will use the Material in compliance with all Laws and regulations applicable to the use, storage and disposition of the Material. The Material is experimental in nature, is not for human use, and is provided by PROVIDER on an “as is” basis WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
6. No right or license under any PROVIDER patent or patent application is granted hereby. Further, PROVIDER does not warrant that the use of the Material will not infringe any valid patent or other proprietary rights or that the Material is safe and without hazards. N.C. A&T assumes all risks associated with the use of the Material.
7. N.C. A&T will inform PROVIDER of research results related to the Material and will provide PROVIDER a copy of any proposed publication describing the results of such research at the time the manuscript is submitted for publication.
8. If N.C. A&T makes an Invention, whether patentable or not, as a result of its use of the Material, it will promptly inform PROVIDER of such Invention. Inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the Parties (if not patentable), taking into account the role and contributions of individuals involved in the research and ownership follows inventorship. In the case of a joint Invention, N.C. A&T and PROVIDER agree to negotiate a joint invention agreement which shall provide, *inter alia*, for the sharing of patent costs, income, and invention management responsibilities.
9. Material will be sent to N.C. A&T’s Technical Contact upon receipt by PROVIDER of a signed and executed copy of this Agreement.
10. This Agreement shall terminate two (2) years from the latest date entered below (the “Termination Date”). At the Termination Date, N.C. A&T will, upon written request of PROVIDER, either return the Material to PROVIDER, or certify in writing to PROVIDER that it has destroyed all samples of the Material in N.C. A&T’s possession.
11. PROVIDER represents that to its present knowledge it has the full right and authority to release the Material to N.C. A&T, and to its present knowledge, there has been no sale, assignment, license or transfer to any person, firm or corporation which would be inconsistent with said representations.
12. This Agreement and the Parties to this Agreement are subject to all of the United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities and technology and this Agreement requires compliance with applicable United States export laws and regulations. PROVIDER acknowledges that if it desires to disclose export controlled information or materials there exists a strong likelihood that faculty and/or students involved in receiving the information and carrying out the purpose of this agreement may be foreign nationals or non-US permanent residents.  PROVIDER certifies that any information that it discloses to N.C. A&T shall NOT be controlled by US export laws and if PROVIDER wishes to disclose information or materials controlled by US export control laws, PROVIDER shall notify N.C. A&T prior to disclosure and shall not disclose said information or materials until PROVIDER receives authorization from N.C. A&T that it intends to accept said information or materials.

1. This Agreement is entered into in the State of North Carolina and must be interpreted in accordance with, and its performance governed by the laws of the State of North Carolina, without reference to its conflicts of laws provisions. Any and all litigation relating to this Agreement or the parties’ performance hereunder must be in the State Courts of North Carolina with the venue being Guilford County. The Parties consent to the jurisdiction of those courts.
2. For the purpose of all written communications and notices between the parties, their addresses unless amended in writing, are:

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| --- | --- |
| N.C. A&T Notice | PROVIDER Notice |
| Division of Research & Economic Development Fort IRCN.C. A&T State University1601 East Market StreetGreensboro, NC 27411 USAEmail: DivOfRes@ncat.edu LCollin1@ncat.edu | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

N.C. A&T Technical Contact

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

On Behalf Of:

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| --- | --- |
| **North Carolina Agricultural & Technical State University** | **[PROVIDER]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NameTitle | NameTitle |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Exhibit A

“Material” are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_