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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“RECIPIENT” 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”), RECIPIENT hereby agrees to the following terms and conditions:

1. The Material is to be used only at RECIPIENT’s facilities by RECIPIENT’s principal investigator, \_\_\_\_\_\_\_\_\_\_\_, (the “P.I.”), and by individuals working under the P.I.’s direction. The Material will be used solely for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. 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 N.C. A&T.
3. This permission to use the Material shall be restricted to RECIPIENT’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 a duly-authorized representative of N.C. A&T.
4. RECIPIENT will use the Material in compliance with all laws and regulations applicable to the use, storage and disposition of the Material, including, but not limited to current EPA, FDA, USDA, and NIH guidelines and, in the case of whole animals, those laws, regulations, and guidelines for the care, welfare, and ethical treatment of animals. THE MATERIAL WILL NOT BE USED IN HUMANS. The Material is experimental in nature, is not for human use, and is provided by N.C. A&T 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.
5. No right or license under any N.C. A&T patent or patent application is granted hereby. Further, N.C. A&T 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. RECIPIENT assumes all risks associated with their use of the Material.
6. RECIPIENT will inform N.C. A&T of research results related to the Material in writing and will provide N.C. A&T a copy of any proposed publication describing the results or such research at the time the manuscript is submitted for publication. The RECIPIENT agrees to acknowledge the source of the Material in any publications reporting use of it, as appropriate.
7. If RECIPIENT makes an Invention, including a Modification, whether patentable or not, as a result of its use of the Material, it will promptly inform N.C. A&T in writing 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. In the case of a joint Invention, N.C. A&T and RECIPIENT agree to negotiate a joint invention agreement which shall provide, *inter alia,* for the sharing of patent costs, income, and invention management responsibilities.
8. This Agreement shall terminate three (3) years from the latest date entered below or at any time if RECIPIENT breaches any of the terms of this Agreement or upon thirty (30) days written notice given by one Party to the other (the “Termination Date”). At the Termination Date, RECIPIENT will within thirty (30) Days of the Termination Date and at N.C. A&T’s sole discretion, either return the Material to N.C. A&T according to written instructions, or will certify in writing to N.C. A&T that it has destroyed all samples of the Material in RECIPIENT’s possession.
9. Material will be sent to the RECIPIENT upon receipt by N.C. A&T of a signed and executed copy of this agreement and a payment in the amount of \_\_\_\_\_\_ *(if applicable)*.
10. 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.
11. RECIPIENT agrees that it will not knowingly: (a) export or re-export, directly or indirectly, any Technology (as defined by the U.S. Export Administration Regulations 15 CFR 772) or Technical Data (as defined by ITAR 22 CFR 120.10) provided by N.C. A&T or (b) disclose such Technology/Technical Information for use in, or export or re-export directly or indirectly, any controlled Item to any Foreign Person or destination to which such export is restricted or prohibited under applicable US law and/or regulation without prior written US Government approval. N.C. A&T makes no promise or representation that a license is not required nor that, if required, it will be issued.
12. The failure of N.C. A&T to require the performance by RECIPIENT of any provision of this Agreement shall in no way affect the rights of N.C. A&T to enforce the same in the future, nor shall the waiver by N.C. A&T of any breach, violation, or threatened breach or violation of any provision of this Agreement be construed as a waiver of any subsequent breach, violation, or threatened breach or violation of the Agreement by RECIPIENT.
13. In the event any provision of this Agreement is found by any court or tribunal to be partially or wholly invalid or unenforceable, the remainder of the Agreement nevertheless shall be enforceable and binding, and the invalid or unenforceable provision shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be so modified or restricted, it shall be excised from the Agreement without affecting the validity or enforceability of any remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement.
14. The Undersigned, by signing this Agreement, represents that he/she is authorized on
behalf of RECIPIENT to enter into this Agreement for and on behalf of the RECIPIENT.
15. For the purpose of all written communications and notices between the Parties, their addresses are:

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| --- | --- |
| N.C. A&T Notice | RECIPIENT Notice |
| Division of Research & Economic Development Fort IRCNC 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. Obligations with respect to property ownership (2, 5., 6.), Inventorship (7.), and this section (16.) shall survive termination.
2. The Parties 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** | **[RECIPIENT]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | NameTitle |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Exhibit A

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