**The University of Texas at San Antonio**

**Material Transfer Agreement to Not-for-Profit Research Institutions**

The University of Texas at San Antonio (“UTSA”), an academic component of The University of Texas System (“System”), located at One UTSA Circle, San Antonio, Texas 78249, has developed certain proprietary material, (“Material”), created by (“Provider Scientist”). The Material has been requested by (“Recipient Institution”), located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of their investigator, (“Recipient Investigator”), for the following use: (the “Research”). As of , 20\_\_ (“Effective Date”) and in consideration for receiving Material, Recipient agrees to the following:

1. The Provider retains ownership of the Material, including any Material contained or incorporated in Modifications, if any. Material is for use by Recipient Investigator for research and experimental purposes only. Material shall not be used in humans. Material may not be used for any commercial purpose, including but not limited to research conducted under any sponsored research agreement. For clarity, sponsored research does not include research directly funded by a United States (U.S.) Government agency. Material is to be used solely by Recipient Investigator and collaborators under Recipient Investigator’s direct supervision. Material is not to be distributed to any other parties on or off of the Recipient’s premises. Recipient shall pay costs for shipment of the Material.
2. Any invention that contains or incorporates the Material, any unmodified derivatives thereof, or any other inventions the practice of which requires the use of Material or unmodified derivatives thereof shall not be commercialized without a further written agreement between UTSA and Recipient governing the share of revenue received from such commercial use. Inventorship of any invention will be determined by patent laws and ownership will follow inventorship. Subject to the specific rights granted hereunder, Recipient understands that no other rights are given or implied by the establishment of this Agreement.
3. UTSA shall be free, in its sole discretion, to distribute the Material to others and to use the Material for UTSA’s own purposes.
4. The Material is experimental in nature and is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UTSA MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT. Recipient shall use the Material in an appropriate, safe manner in compliance with all applicable Federal, State, and local laws, regulations, and guidelines.
5. Except for use in the Research, Recipient agrees to hold in confidence any and all information related to the Material, disclosed to Recipient in writing and marked “Confidential” or if orally disclosed designated as such at time of disclosure, reduced to writing within 30 days and marked “Confidential”. Recipient further agrees not to disclose such information to third parties or use such information for five (5) years following the termination date of this Agreement, unless such information: (a) was in the public domain at the time of disclosure; (b) later becomes part of the public domain through no act or omission of the Recipient, its employees, agents, successors or assigns; (c) was lawfully disclosed to the Recipient by a third party having the right to disclose it; (d) was already known by the Recipient at the time of disclosure, as shown by competent written records; (e) was independently developed by the Recipient, as shown by competent written records, or; (f) is required by law or court order to be disclosed; provided, however, that Recipient shall provide notice to UTSA prior to such required disclosure in order to allow UTSA to seek to prevent or limit such disclosure.
6. In no event shall UTSA be liable for any use by Recipient Investigator or Recipient of the Material or for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material except when caused by negligence or willful misconduct of UTSA. Except where limited by Federal law, or to the extent authorized by the constitution and laws of the state governing the Recipient, Recipient agrees to hold harmless System, UTSA, their Regents, officers, agents, and employees (the “Indemnitees”) for any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against the Indemnitees arising out of the use, storage or disposal of the Material by Recipient, or use of the results obtained from the Research, except when caused by negligence or willful misconduct of UTSA.
7. Any publication containing Research results obtained by use of the Material shall acknowledge the source of the Material, in a scientifically appropriate manner, and Recipient Investigator shall provide a copy of any such publication to the Provider Scientist for review at least thirty (30) days in advance of such publication. Recipient Investigator shall duly consider any comments provided by the Provider Scientist within such thirty-day period, but is not obligated to accept such comments. Recipient Investigator shall provide to the Provider Scientist a copy of the Research results.
8. This Agreement shall terminate years after the Effective Date. Upon such termination, Recipient shall destroy all unused Material.
9. This Agreement will be governed under the laws of the State of Texas and is not assignable.

[OPTIONAL CLAUSES AS REQUIRED]

1. The Material may contain third party rights as outlined in Exhibit A. If such third party rights are contained in the Material, then Exhibit A is attached and incorporated into this Agreement.
2. If the Material is an animal and can be cross-bred, any cross-bred progeny and descendants of the cross-bred progeny are not included in the term “Material”. Inventorship of any cross-bred progeny shall be determined in accordance with U.S. patent law. It is understood and agreed that UTSA retains sole ownership of the Material contained in any such cross-bred progeny.

The authorized representatives of the parties have executed this Material Transfer Agreement as of the Effective Date.

**The University of Texas at San Antonio**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**[COMPANY]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

I have read this Agreement and understand my obligations hereunder:

**UTSA Scientist Recipient Scientist**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

Related License Agreement

(ONLY AS NEEDED)

 1. The Material is covered by the claims of U.S. patent number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is licensed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with the right to grant sublicenses.

 2. RECIPIENT may use the Material solely for its internal non-commercial biomedical research purposes, *provided however*, that such research purposes ADDRESS APPLICABLE LICENSE TERMS.

 3. The Material, and any progeny or derivatives containing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ derived directly or indirectly there from, may not be transferred by the RECIPIENT to any third parties.

 4. With respect to any questions regarding license rights under U.S. patent number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, RECIPIENT should contact:

 LICENSING AGENT’S NAME, ADDRESS, ETC.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 5. RECIPIENT agrees that any person utilizing the Material within RECIPIENT institution will be advised of and shall be subject to the conditions of the licensing agreement.