

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

Subject: MATERIALS TRANSFER AGREEMENT

Dear

This is to acknowledge your request for \_\_\_\_\_, which will be provided to you, for your use in noncommercial scientific research only, under the following conditions.

1. The Material covered by this Agreement includes \_\_\_\_\_, any additional progeny or derivatives which could not have been made but for the \_\_\_\_\_, and any related information and know-how which will be received under this Agreement.
2. The Material will be used only by you and by individuals working under your direct supervision in your Institution, and will not be transferred, distributed, or released to any other person.
3. You will inform THE UNIVERSITY OF DAYTON (UD), in confidence, of research results related to the Material, by personal communication or by providing \_\_\_\_\_ with a manuscript describing the results of such research at the time the manuscript is submitted for publication. If publication results from research using the Material, acknowledgment of and/or credit will be given to \_\_\_\_\_ as scientifically appropriate.
4. The Material is made available for investigational use only in laboratory animals or in in vitro experiments and will not be used in humans or for any other purpose.
5. All characteristics of the Material are not fully understood and its use may involve risks or dangers that are not known or fully appreciated. The Material is being provided without warranty of any sort, express or implied. You and your Institution will use the Material in compliance with all laws and governmental regulations and guidelines applicable to the Material and will comply with NIH guidelines.
6. You will hold UD and its employees harmless from any loss, claim, damage, or liability of any kind, which may arise from or in connection with this Agreement or the use, handling, or storage of the Material. In no case shall UD or \_\_\_\_\_ be liable for any use by you, individuals working under your direct supervision, or your Institution of the Material or any loss, claim, damage, or liability, of any kind, which may arise from or in connection with this Agreement or the use, handling, or storage of the Material.
7. No other right or license to this Material or to its use is granted or implied as a result of our sending the Material to you.
8. At the request of UD, unused Material will be returned to UD or destroyed.

If you agree to accept the Material under the above conditions, please sign the Agreement, have it signed by an authorized representative of your Institution, and return it to:

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ACCEPTED:

REQUESTER INSTITUTION: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Authorized Representative's Printed Name

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

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

NOTE: The Material will be sent to you as soon as possible after receipt of the signed Agreement.