NORTH CAROLINA STATE UNIVERSITY
MATERIAL TRANSFER AGREEMENT

1. In accepting the following materials identified by **NORTH CAROLINA STATE UNIVERSITY** ("NCSU") as \_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Material"), **\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Recipient") hereby agrees to the following terms and conditions:
2. Definitions:

(a) The term “Material” includes original material, progeny, and unmodified derivatives.

(b) The term “Progeny” means unmodified descendants from the Material produced as a result of replication or reproduction.

(c) The term “Unmodified Derivatives” means substances created by the Recipient which are unmodified functional subunits or are expressed by the original material. (Examples: monoclonal antibodies secreted by a hybridoma cell line; purified or fractionated subsets of the original material; proteins expressed by DNA/RNA)

(d) The term “Modifications” means substances which contain/incorporate the Material. (Example: original DNA molecule or fragment thereof newly embedded in Recipient-owned expression vector and using recipient-owned promoter)

(E) The term “Invention” means the discovery or creation of a new material (either a new manufactured product or a new composition or matter), a new process, a new use for an existing material, or any improvements of any of these.

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 NCSU.
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 NCSU.
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 NCSU 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 NCSU patent or patent application is granted hereby. Further, NCSU 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 NCSU of research results related to the Material and will provide NCSU a copy of any proposed publication describing the results or such research at the time the manuscript is submitted for publication.
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 NCSU 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, NCSU 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 30 months 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 NCSU's sole discretion, either return the Material to NCSU, or will certify in writing to NCSU that it has destroyed all samples of the Material in Recipient's possession.
9. Material will be sent to the Recipient upon receipt by NCSU of a signed and executed copy of this agreement and a payment (if applicable) in the amount of\_\_\_\_\_\_.
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 Wake County.
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 NCSU 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. NCSU makes no promise or representation that a license is not required nor that, if required, it will be issued.
12. The failure of NCSU to require the performance by Recipient of any provision of this Agreement shall in no way affect the rights of NCSU to enforce the same in the future, nor shall the waiver by NCSU 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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:

NCSU Notice COMPANY Notice

#### For delivery via the U.S. Postal Service

Office of Research Commercialization **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

North Carolina State University **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Attn: Senior Agreements Manager **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Campus Box 8210 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Raleigh, NC 27695-8210 USA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For delivery via courier

Office of Research Commercialization

North Carolina State University

Attn: Senior Agreements Manager

Poulton Innovation Center

1021 Main Campus Drive

Raleigh, NC 27606 USA

NCSU Technical/Scientific Contact

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Raleigh, NC 27695 USA

1. The parties to this document 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.

Approved for NCSU:

 (Recipient Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 (Authorized Representative)

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

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

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