

**U. S. Department of Agriculture
Agricultural Research Service**

MATERIAL TRANSFER AGREEMENT

PARTIES:

ARS: USDA, ARS, Area
 Research Unit
 Scientist Address
 City, State Zip
 Tel: Telephone # of Scientist
 FAX: FAX # of Scientist
 E-Mail: E-mail address of Scientist

Recipient: Company Name
 Company Address
 City, State Zip of Company
 Tel: Telephone # of Recipient
 FAX: FAX # of Recipient
 E-mail: E-mail address of Recipient

PURPOSE:

To provide Recipient with _____ and associated know how, hereinafter collectively referred to as the Material.

The Material is released to Recipient under the following conditions:

1. The Material and associated know-how shall only be used for _____
(give the specific purpose(s) that the material may be used for).
2. Recipient shall not transfer the Material, in whole or in part, to a third party without express written consent of ARS. Any third party requesting a sample shall be referred to ARS.
3. The Material shall remain the property of ARS and shall not be used for commercial or profit making purposes without an appropriate license or other permission from ARS.
4. Recipient shall keep ARS informed of the results obtained through your use of the Material and shall provide ARS with any manuscript that describes the work with the Material prior to submission for publication and acknowledge ARS's contribution to the work reported.

5. Recipient shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement of its organizational units, employees, products, or services.
6. Recipient shall comply with all laws, regulations, and/or guidelines applying to the use of the Material and to assume sole responsibility for any claims or liabilities which may arise as a result of the recipient's use of the Material. Both parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
7. ARS GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Upon completion of the activities performed using the Material, the Material shall be returned, destroyed or otherwise disposed of as instructed by ARS.
9. Recipient shall meet with U.S. Department of Agriculture representatives to determine inventorship if an invention should arise from work with the Material.
10. Recipient shall not disclose Material marked "Confidential" or "Proprietary" to any third party without written permission from ARS.
11. Material shall be excluded from the confidentiality requirements of this Agreement if: (1) Recipient had possession of the Material prior to disclosure; (2) the Material is generally available to the public at the time of disclosure; (3) the information becomes generally available to the public through no fault of Recipient after disclosure; or (4) after disclosure, Recipient receives the Material from a third party having the right to the Material and who does not impose a confidentiality obligation upon Recipient.
12. If the parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research Agreement, must be negotiated and entered into between the parties. Such an Agreement shall supersede this Material Transfer Agreement.
13. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as Interpreted by the Federal Courts in the District of Columbia.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of _____ [state a period of time not to exceed five years] years.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE

Signature _____

Date _____

Typed Name _____

Title _____

ACCEPTED FOR RECIPIENT:

Signature _____

Date _____

Typed Name _____

Title _____

APPROVED:

Signature _____

Date _____

Typed Name _____

Technology Transfer Coordinator
Title