

BROWN UNIVERSITY OUTGOING MATERIAL TRANSFER AGREEMENT

To: \_\_\_\_\_ Date: \_\_\_\_\_  
Recipient Scientist (print)  
\_\_\_\_\_  
Recipient Institution (print)  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City, State, Zip

Subject: Agreement for Providing Materials and Related Information and/or Data, for Testing, Evaluation and/or Research Purposes

Dear \_\_\_\_\_:

In response to your request for the "Material", identified as:

\_\_\_\_\_ from the  
laboratory of Professor \_\_\_\_\_ at Brown University. Brown University agrees  
to provide this Material to RECIPIENT INSTITUTION for conducting research entitled  
"\_\_\_\_\_" under the  
direction of RECIPIENT SCIENTIST under the following Terms and Conditions:

1. The Material (defined herein as the original material and all modifications and derivatives produced from the original material) will be used for non-clinical research purposes only, and WILL NOT BE USED ON HUMANS.
2. The Material will be used solely for studies conducted under the supervision of the RECIPIENT SCIENTIST and will not be distributed or released to any person or laboratory not under the direct supervision of the RECIPIENT SCIENTIST or to outside third-parties or used for any other purposes except as provided hereunder without a prior written permission from Brown University.
3. It is understood that the Material is the proprietary property of Brown University and said Material, including all modifications and derivatives produced from the original material, shall not be incorporated into a commercial product or used in any commercial application, including drug screening, without a license from Brown University. It is understood that no right to a license is given, implied or intended by this Agreement. Further, Brown makes no representation that the use of the Material will not infringe any patent or other proprietary right.
4. Should your use of the Material result in potentially valuable commercial property you will promptly notify Brown University. Further, RECIPIENT SCIENTIST and RECIPIENT INSTITUTION agree to provide appropriate acknowledgment of the source of the Material in all publications and to provide a copy of such publications to Brown University.
5. Brown University's rights to distribute the Material to other commercial and non-commercial organizations are not limited in any way by this Agreement.
6. You agree to use the Material in a safe manner and in compliance with Federal, State, and local laws, regulations, and guidelines, including the Guidelines of the National Institutes of Health.

7. THE RECIPIENT SCIENTIST AND RECIPIENT INSTITUTION ACKNOWLEDGE THE EXPERIMENTAL NATURE OF THE MATERIAL AND THAT IT IS PROVIDED ON AN "AS IS BASIS", WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, AND THAT BROWN UNIVERSITY HAS NO LIABILITY IN CONNECTION WITH ITS USE, STORAGE, HANDLING, OR TRANSPORTATION. Further the RECIPIENT SCIENTIST and RECIPIENT INSTITUTION agree to waive all claims against Brown University, and to defend and indemnify Brown University from all claims and damages arising from actions by the RECIPIENT SCIENTIST and/or RECIPIENT INSTITUTION related to their use of the Material.
8. RECIPIENT INSTITUTION certifies that the RECIPIENT INSTITUTION, the RECIPIENT SCIENTIST, and any person using the Material under the supervision of the RECIPIENT SCIENTIST (end-user), are not currently on a U.S. government Restricted Party List and do not have a debarment or restriction pending.
9. The Material is being provided upon receipt of a one-time Fee of \$\_\_\_\_\_, to cover the costs of making, packaging and transferring the Material. PAYMENT SHOULD BE MADE TO BROWN UNIVERSITY AND SENT TO BROWN UNIVERSITY, BOX 1949, PROVIDENCE, RI 02912.
10. Execution of this agreement can be effected by exchange of paper copy, by facsimile signatures or by other electronic means. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall be deemed to be one and the same instrument.
11. **If the above terms are acceptable, please have this document signed by the RECIPIENT SCIENTIST and the Authorized Official of the RECIPIENT INSTITUTION and return them to [IECV\\_patents@brown.edu](mailto:IECV_patents@brown.edu) or if you prefer to send hard copy to:**

Industry Engagement and Commercial Venturing  
Brown University  
Box 1949, 47 George Street  
Providence, RI 02912

Sincerely,

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Brown University Provider Scientist

**Accepted and Agreed:** IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last party to sign this Material Transfer Agreement below.

<p><b>Recipient Institution:</b></p> <hr/> <p>Recipient Scientist</p> <p>Date: _____</p> <hr/> <p>Authorized Official of Recipient Institution</p> <hr/> <p>Print Name and Title of Authorized Official</p> <p>Date: _____</p>	<p><b>Brown University:</b></p> <hr/> <p>By: _____</p> <p>Date: _____</p>
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