

KANSAS STATE UNIVERSITY

MATERIAL TRANSFER AGREEMENT

This Agreement is effective as of (***Insert Effective Date***), by and between Kansas State University, 2 Fairchild Hall, 1601 Vattier St., Manhattan, KS 66506-1103 (the "Owner") and (***Insert Full Name of Recipient***), having an office at (***Insert Full Address of Recipient***) (the "Recipient").

WHEREAS the Owner is the owner of certain materials that may be useful in connection with scientific research and Recipient has requested the right to use such materials in its research.

NOW THEREFORE the Owner and the Recipient hereby covenant and agree as follows:

1. Owner's Technical Contact - For purposes of this agreement Kansas State University's faculty representative, (***Insert name and Address***), shall be the Owner's technical contact.
2. Definitions - Where used in this Agreement, the following words and phrases shall have the meanings ascribed below:
 - a. "Materials" means the following materials: (***Insert Description***) requested in writing from Owner and thereafter provided, under cover letter, to Recipient by Owner ("Original Material(s)"), and shall also include any Original Material(s) contained or incorporated in modifications and any progeny and unmodified derivatives of the Original Material(s).
 - b. "Confidential Information" means all proprietary, confidential and other non-public information, know-how and data relating to the Materials that is communicated to Recipient by Owner in any form whatsoever, including oral, written and machine readable form, provided that "Confidential Information" shall not include information that (i) was legally known to or in the possession of Recipient at the time of disclosure to Recipient by the Owner; (ii) legally is or has become part of the public domain through no fault of Recipient; (iii) has been disclosed to Recipient by a third party on a non-confidential basis and without breaching any contractual, confidential or fiduciary obligation or any law, or (iv) is required to be disclosed under any judicial or administrative process.

Recipient shall notify Owner within ten (10) business days of the occurrence of any of the points (i) - (iv) above.
 - c. "Research" means the research to be completed by Recipient using the Materials, namely evaluation of the Materials for efficacy solely in the Field of Use, as defined herein.
 - d. "Field of Use" means the (***Describe intended Use***).

3. Expiration, Termination, and Extension - The term of this Agreement will be one (1) year from the effective date set out above. Either party wishing to extend this Agreement shall notify the other party of its desire to begin negotiations toward extension of the Agreement no less than thirty (30) days prior to the expiration of this Agreement. Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party.
4. Authorized Use - The use of the Materials and Confidential Information by Recipient is subject to the following restrictions:
 - a. The Materials are to be used solely for research purposes to complete the Research in accordance with this Agreement and may only be used *in vitro* and in laboratory animals; the Materials are not to be used for research, diagnosis, or treatment involving humans or for any research purposes outside of the Research.
 - b. The Materials will be used only for the Research described above and will not be used for commercial purposes, including the development of any commercial product containing the materials or any progeny or derivatives of the Materials, supplied by Owner. Recipient agrees that the use of the Materials for the development of commercial products will require a separate license agreement between Owner and Recipient. Furthermore, Recipient agrees that it will not sell any such goods or products prior to the execution of such License Agreement. The Materials will not be used in research that is subject to consulting or licensing obligations of Recipient to another institution, agency or business entity unless prior written permission is obtained from Owner.
 - c. The Materials are not to be distributed, disclosed or released to any party other than the directors, officers, employees and research collaborators of Recipient who require access for the purposes set out herein. Any such receiving party shall agree in writing to terms no less restrictive than those contained in this Agreement.
 - d. Except for the purposes of completing the Research or as otherwise authorized by the Owner, Recipient shall not, directly or indirectly, during the term set out in Section 3 and for a period of five (5) years thereafter, use, modify, alter, disseminate, disclose, lecture upon, publish, copy, reproduce, summarize or record the Confidential Information.
5. Reporting – Within sixty (60) days of the completion of the Research, Recipient will provide a written report to the Owner summarizing the results of the Research.
6. No Rights Granted - Unless otherwise agreed to between the parties, nothing contained in the Agreement shall be construed as granting or conferring any rights, by license or otherwise, under any trademark or name, copyright, patent, know-how, or other proprietary right owned or held by the Owner, nor shall this Agreement be construed as an obligation upon either party to enter into a business arrangement or agreement with the other party.
7. Experimental Materials - The Materials are experimental in nature and are provided "as is" with no warranties, express or implied, including any warranty of merchantability, title or fitness for a particular purpose or any other warranty. Owner makes no representations or warranty that the use of Materials will not infringe any patent or proprietary rights of third parties.

8. Liability - Except to the extent prohibited by law, Recipient assumes all liability for damage, which may arise from its use, storage or disposal of the Materials. Owner assumes no responsibility and shall have no liability for the nature, conduct or results of any research, testing or other work performed hereunder. Owner will provide Recipient with all information in its possession relating to known adverse health or safety aspects of the Materials. Recipient will nevertheless treat the Materials as experimental in nature and will exercise in their handling and use at least the same degree of caution that it uses with all such early stage experimental materials.
9. Publications – This Agreement shall not be interpreted to prevent or delay publication of results of research using the Material or Modifications. Recipient's Scientist agrees to provide appropriate acknowledgement of the source of the Material in all publications and presentations based on the use of the Material, and agrees to furnish Owner with a copy of the manuscript or abstract disclosing such results not less than thirty (30) days prior to submission thereof to publisher for Owner's review and comment. If Owner determines that the proposed publication contains patentable subject matter, Recipient agrees to delay publication an additional sixty (60) days for the purpose of filing patent applications.
10. Return of the Owner Technology - All Materials and Confidential Information delivered pursuant to this Agreement, together with all copies, reproductions, summaries, modifications or other records thereof, shall remain the property of the Owner and shall either be returned to the Owner or destroyed by Recipient forthwith upon termination or expiration of this Agreement, with the exception that one set of Confidential Information may be retained by Recipient for archival purposes.
11. Export Control - Each party acknowledges that the transfer of materials, software, technology, and/or technical information may be subject to the import, export control, and economic sanctions laws and regulations of the United States and/or other countries. The Owner shall notify Recipient prior to transfer if the Materials are export controlled. The parties agree that any export controlled materials, software, technology, and/or technical information which is shared with the other party will be clearly marked as export controlled and if disclosed initially in oral form, to identify same as export controlled at the time of disclosure and to reduce to writing promptly the export controlled materials, software, technology, and/or technical information orally disclosed. The United States maintains robust trade embargos or economic sanctions against several countries and regions, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea Region of Ukraine. Therefore, it is important that the parties do not export, re-export, or transfer, any materials, software, technology, or technical information, which either party shares with the other in contravention of any applicable import, export control, or economic sanctions laws and regulations.
12. Miscellaneous Provisions - The following miscellaneous provisions shall apply to this Agreement:
 - a. Consideration - Within thirty (30) days after receipt of any selected material, Recipient shall provide (**Insert U.S. Dollar Amount, if applicable**) to Owner for each compound. This amount is solely to cover reasonable costs involved in the synthesis, packaging, and shipping of such materials, and shall in no way be deemed as consideration toward any rights beyond those embodied in this Agreement.
 - b. Assignment and Amendments - This Agreement and the rights of the parties hereunder (including without limitation the rights of the parties under the License) may not be sublicensed, assigned or

otherwise transferred by either party without the prior written consent of the other party. This Agreement may be amended only by written agreement between the parties hereto.

- c. Entire Agreement - This Agreement (together with any confidentiality agreement between the parties) contains the entire agreement between the parties hereto, there being no other covenants, agreements, representations or warranties except as specifically set out herein or in any addendum to this Agreement executed by the parties hereto. The obligations set out in Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12b. shall survive the termination or expiration of this Agreement.
- d. Enurement - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the Owner and Recipient have executed this Agreement as of the day and year above written.

(Insert Full Name of Recipient)

Kansas State University

Signature

Date

Paul R. Lowe

Date

Associate Vice President for Research

(Insert Recipient Scientist Name) Date

(Insert Faculty Name)

Date