Instructions for Completing the Letter Agreement for Transfer of Non-Proprietary Biological Material

The purpose of this Agreement is to designate the provider and recipient of the biological material and to outline the rights and requirements of both parties.

To complete the form:

1. In the first paragraph, insert the biological material to be transferred;

2. In the first paragraph, insert the effective date of the Agreement;

3. In the first paragraph, insert the Provider Organization;

4. In the first paragraph, insert the Provider Organization's business address;

5. In the first paragraph, insert the Recipient Organization;

6. In the first paragraph, insert the Recipient Organization's business address;

7. After the form is completed and printed out, the Non-University Authorized Representative initials clause 4; and

8. Sign, date and insert name and title of the Provider Scientist, the Recipient Scientist and authorized representatives of both organizations.

LETTER AGREEMENT
FOR TRANSFER OF NON-PROPRIETARY BIOLOGICAL MATERIAL

This Agreement ("AGREEMENT") to provide biological material _____ ("BIOLOGICAL MATERIAL") is made on _____, between _____, having offices at _____ ("PROVIDER") and _____, having offices at _____ ("RECIPIENT").

The PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the BIOLOGICAL MATERIAL:

1. Contract Terms. The BIOLOGICAL MATERIAL is the property of the PROVIDER and is provided at no cost as a service to the RECIPIENT.

2. Material Transfer. The RECIPIENT SCIENTIST agrees not to transfer the BIOLOGICAL MATERIAL to anyone who does not work under his or her direct supervision at RECIPIENT's institution without the prior written consent of PROVIDER. RECIPIENT SCIENTIST shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER.

3. Proprietary Rights. Provision of the BIOLOGICAL MATERIAL to the RECIPIENT implies no rights to the RECIPIENT to any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER.

4. Warranties. Any material delivered pursuant to this AGREEMENT is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the material. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the material by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of PROVIDER.

_____INITIAL

5. Publication of Research Findings. This AGREEMENT will not be interpreted to prevent or delay publication of research findings resulting from the use of the BIOLOGICAL MATERIAL.

6. Regulatory Compliance. The RECIPIENT agrees to use the biological material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA.

7. Governing Law. The laws of the State of Texas and the United States govern the validity and interpretation of this AGREEMENT and the legal relation of the parties.

The following parties accept the Terms and Conditions of this AGREEMENT:

PROVIDER

By_____ Date_____

Name_____

Title_____

PROVIDER SCIENTIST

By_____ Date_____

Name_____

Title_____

RECIPIENT

By_____ Date_____

Name_____

Title_____

RECIPIENT SCIENTIST

By_____ Date_____

Name_____

Title_____