

**Office of Sponsored Programs**

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**MATERIAL TRANSFER AGREEMENT (incoming)**

THIS MATERIAL TRANSFER AGREEMENT (the “Agreement”) is made and entered into as of the       day of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by and between Lincoln University of the Commonwealth System of Higher Education, a non-profit Pennsylvania corporation, having an office at 1570 Baltimore Pike, Lincoln University, PA 19352 (“RECIPIENT”) and       having an address at       (the “PROVIDER”),.

In response to the RECIPIENT’s request for the transfer of       (“Materials”), PROVIDER is willing to provide such Materials, subject to the following terms and conditions:

1. Upon request for a specific quantity of Materials by RECIPIENT, such Materials shall be provided by PROVIDER to RECIPIENT, subject to availability of such Materials. The availability of such Materials shall be determined solely by PROVIDER.

2. The Materials, and all unmodified derivatives or progeny of the Materials, remain the property of the PROVIDER. The Materials shall be used under RECIPIENT’S immediate and direct control only for the research project set forth herein:      , or as shown on Exhibit A, (insert research plan here or attach as Exhibit A) within the above identified RECIPIENT. The Materials, and any unmodified derivatives or progeny of the Materials, shall not be used: (a) in any product, (b) for the purpose of producing any product, or (c) for providing any service in which a product or service is sold or otherwise made commercially available. No other right or license, patent or otherwise, is granted to RECIPIENT for the use of the Materials as a result of PROVIDER’s transmission of them to RECIPIENT.

3. The Materials shall not be sold, distributed or otherwise made available to any other party for any purpose.

4. The Materials shall be used with prudence and appropriate caution in any experimental work since not all of their characteristics are known. THEY ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. PROVIDER MAKES NO WARRANTY OR CLAIM THAT THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, RECIPIENT agrees to release the PROVIDER, its trustees, appointees, employees and agents from any liability in connection with use of the Materials by RECIPIENT. Except to the extent prohibited by law, RECIPIENT agrees to defend and indemnify the PROVIDER, its trustees, appointees, employees and agents from any and all claims and damages in any way arising from the acquisition, use, storage or disposal of the Materials by RECIPIENT.

5. The Materials will be used in compliance with all applicable statutes and regulations, including NIH guidelines on the use of animals or recombinant DNA. The Materials may not be used for *in vivo* testing in human subjects. If the Materials are derived from human donors, they shall not be transferred with any individual donor identifying information.

6. This Agreement shall terminate one (1) year from the Effective Date of this Agreement, unless terminated or extended through prior written agreement signed by authorized representatives of the parties. Either party may terminate this Agreement prior to the expiration of the designated term by giving sixty (60) days written notice to the other. The obligations of RECIPIENT hereunder shall survive termination. Upon termination, the Materials shall be either returned to PROVIDER or destroyed.

7. Upon the execution of this Agreement, RECIPIENT shall be authorized to receive Materials from PROVIDER. Requests for specific quantities shall be processed by PROVIDER as Materials are available.

RECIPIENT- LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

By

Name:

Title:

PROVIDER’S AUTHORIZED OFFICIAL

By

Authorized Individual for the Provider Date

Printed Name:

Title: