

MATERIAL TRANSFER AGREEMENT
(Noncommercial)

_____ and its investigator(s), with an address at _____ (hereinafter collectively referred to as “RECIPIENT”), in consideration of the receipt of biological materials from the Research Foundation for Mental Hygiene, Inc., a not-for-profit corporation located at 150 Broadway, Suite 301, Menands, New York 12204 (hereinafter “PROVIDER”), hereby agree to the following terms and conditions:

The biological materials and any accompanying know-how and data (hereinafter “MATERIAL”) to be provided to RECIPIENT are as follows:

1. The MATERIAL will be employed in the following research project:

2. The MATERIAL will be used ONLY for teaching or basic research and experimental purposes by RECIPIENT. The MATERIAL is provided to RECIPIENT for use ONLY in laboratory animal or *in vitro* experiments. THE MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. RECIPIENT agrees to use the MATERIAL in compliance with all applicable laws, regulations and guidelines, including, but not limited to, any regulations or guidelines pertaining to animal welfare, biomedical research and the disposal of biomedical waste.

4. The MATERIAL, including progeny and unmodified derivatives thereof, is the property of PROVIDER. Ownership of modifications of the MATERIAL will be negotiated in good faith by the parties hereto depending upon (a) their relative contribution to the creation of said modifications; and (b) any applicable laws and regulations relating to inventorship.

5. RECIPIENT shall not sell or otherwise distribute the MATERIAL to a third party for any purpose without the prior written consent of PROVIDER. The RECIPIENT shall refer any request for the MATERIAL to PROVIDER.

6. This Agreement and the resulting transfer of MATERIAL constitute a non-exclusive license to use the MATERIAL solely for non-profit research purposes. RECIPIENT shall not use the MATERIAL for any profit-making or commercial purposes, including, but not limited to, the use of the MATERIAL, or parts thereof, in or for the production of products for sale.

7. The MATERIAL is made available to RECIPIENT by PROVIDER as a service to the research community. RECIPIENT shall pay the cost of shipping the MATERIAL if requested by PROVIDER. PROVIDER reserves the right to distribute the MATERIAL to others and to use the MATERIAL for its own purposes.

8. RECIPIENT agrees to acknowledge the source of the MATERIAL in all publications containing any data or information about the MATERIAL unless PROVIDER indicates

otherwise. RECIPIENT agrees to supply PROVIDER with a copy of any publications which contain experimental results obtained from the use of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and is supplied by PROVIDER WITHOUT WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS.
10. To the extent allowable under applicable laws, RECIPIENT agrees to indemnify, defend and hold harmless PROVIDER, the Research Foundation for Mental Hygiene, Inc. (RFMH), the State of New York, their trustees, officers, employees, representatives and agents and the NYS/RFMH investigator(s) against all damages, expenses, including without limitation legal expenses, claims, demands, suits or other actions arising from RECIPIENT's acceptance, use, handling, storage and disposal of the MATERIAL and progeny or derivatives and RECIPIENT's use of the research results. This indemnification shall indefinitely survive the termination date of this Agreement.
11. This Agreement is not assignable and will terminate five (5) years from the date of the last signature or upon completion or termination of the research project for which the MATERIAL has been supplied. In the event investigator(s) transfers to another institution, a new MATERIAL Transfer Agreement is to be executed.
12. This Agreement may be terminated by either party during the term of this Agreement within thirty (30) days written notice to the other. Upon termination of this Agreement or completion of the research project RECIPIENT shall promptly return to PROVIDER all MATERIAL in its possession or otherwise dispose of such MATERIAL, at PROVIDER's direction.
13. RECIPIENT agrees to accept this MATERIAL under the above conditions and with the clear understanding that no other right or license to the MATERIAL, other than provided herein, is granted or implied as a result of the transmission of the MATERIAL to RECIPIENT.
14. This Agreement will be governed and interpreted in accordance with the laws of the State of New York, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.
16. Paragraphs 5, 9, 10, 11 and 14 shall survive termination.
17. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may not be modified without the expressed written consent of both parties.

If you agree to accept and use the MATERIAL under the conditions and terms outlined in this Agreement, please have this Agreement signed by an authorized representative of RECIPIENT and return a copy to:

Research Foundation for Mental Hygiene, Inc.
150 Broadway, Suite 301
Menands, NY 12204
Attention: Justin Hladik
jhladik@rfmh.org

The MATERIAL will be sent to you as soon as possible after receipt of the signed Agreement.

Agreed:

AUTHORIZED OFFICIAL _____
TITLE _____

SIGNATURE _____
DATE _____

Investigator Acknowledgment:

INVESTIGATOR _____
TITLE _____

SIGNATURE _____
DATE _____

Agreed:

The Research Foundation for Mental Hygiene, Inc.

AUTHORIZED OFFICIAL Robert E. Burke
TITLE Managing Director, RFMH

SIGNATURE _____
DATE _____

Investigator Acknowledgment:

INVESTIGATOR _____
TITLE _____

SIGNATURE _____
DATE _____