



The University of Louisiana at Monroe Material Transfer Agreement

The University of Louisiana ("ULM") agrees to provide _____ [long name ("short name")] with certain _____ materials and know-how for the purposes stated herein under the following terms and conditions:

1. The research (as defined herein) will be conducted by _____ [short name] under the supervision of _____, ("Researcher").
2. The biological material provided by ULM includes: _____ and related material and/or know-how and data such as _____ ("Material"). The Material is the intellectual property of ULM and nothing in this agreement transfers any ownership interest to _____ [short name]. Nothing in this agreement shall limit ULM's right to distribute the Material to others and to use it for its own purposes.
3. The Material shall be used by Researcher to study _____ ("Research"). _____ [short name] and Researcher agree to use the Material only for the Research unless otherwise given written permission by ULM. Neither the Material nor any materials derived there from will be used in human subject research without first receiving ULM's written permission.
4. Neither Researcher nor _____ [short name] shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under Researcher's direct supervision. All such laboratory personnel will read and sign a copy of this agreement before the Material is disclosed to them. Researcher and _____ [short name] shall ensure that no one is allowed to take or send Material to any other location, unless written permission is first obtained from ULM.
5. This Agreement and the resulting transfer of Material constitute a license to use the Material solely for experimental, non-commercial, internal research use at _____ [short name]. Nothing in this agreement shall be deemed as a grant under any ULM patents or other Intellectual Property rights to use the Material for any profit-making or commercial purposes, unless agreed to by ULM in a separate written instrument.
6. Any invention, discovery, new product or new use arising from _____ [short name] and/or Researcher's use of the Material will be jointly and equally owned by _____ [short name] and ULM.
7. _____ [short name] will promptly notify ULM in writing and provide ULM with a written description of each invention, whether patentable or not, conceived or first reduced to practice in the performance of work or research covered by any part of this agreement.
8. At the request of ULM, _____ [short name] and/or Researcher will return all unused Material.
9. _____ [short name] and/or Researcher will inform ULM, in confidence, of results of Research related to the Material by personal written communication or by providing ULM with a draft manuscript describing such results. _____ [short name] and/or Researcher agree not to publish any information concerning Material which has not

already been published by ULM or a third party, except as provided herein. If _____ [short name] and/or Researcher desire to publish such Research results in a noncommercial scientific publication, they will provide ULM with a copy of any manuscript or abstract disclosing such Research results prior to submission thereof to a publisher or to any third party, and in any case, not less than forty-five (45) days prior to any public disclosure, for the purpose of protecting the Material and any intellectual property of ULM that might be disclosed by such publication.

10. If the publication comes about, _____ [short name] and/or Researcher agree to acknowledge ULM personnel, as academically and scientifically appropriate, based on provision of the Material or any other contribution to the Research. ULM agrees that it will acknowledge Researcher's publications, as academically and scientifically appropriate, in its publications, which may refer to the results of Researcher's work.
11. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ULM MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANOTHER PARTY.
12. In no event shall ULM be liable for any use of the Material by _____ [short name] and/or Researcher for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. _____ [short name] and/or Researcher agree to hold harmless the State of Louisiana, ULM, their officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of any use _____ [short name] and/or Researcher make of the Material.
13. Researcher and/or _____ [short name] will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the jurisdiction in which the Material is used, including any specially applicable to research with recombinant DNA. When the Material is used in the United States, Researcher will comply with current NIH guidelines.
14. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of ULM.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

**UNIVERSITY OF LOUISIANA AT
MONROE**

_____ [short name]

Recommended By:

Accepted By:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved By:

Approved By:

Signature: _____

Signature: _____

Lisa Colvin, Ph.D., Interim Director

Name: _____

Graduate Studies and Research

Title: _____

The University of Louisiana at Monroe

Date: _____

Date: _____