

CLEMSON UNIVERSITY
MATERIAL TRANSFER AGREEMENT
(Clemson University as Recipient)

_____ (Hereinafter, 'Provider') hereby agrees to provide to Clemson University, a South Carolina public, post-secondary education, research, and service institution with business offices at Clemson University, Clemson, South Carolina (hereinafter, the 'Recipient') materials described as _____ for use by Recipient as follows

_____,
subject to the following terms and conditions:

1. Provider retains ownership of the materials and all technology and information related thereto; recipient may not transfer any material, technology, or information owned or supplied by Provider to any third party without the express, written permission of Provider.
2. Material provided is to be used for research and development purposes as described above, and material shall not be directly incorporated into or be a part of any commercial product manufactured, produced, or developed by recipient.
3. Material shall not be used in research involving the use of human subjects.
4. Material and technology may be used to facilitate the development of commercial products and processes.
5. Recipient will appropriately, publicly acknowledge the use of materials and technology supplied by Provider.
6. This Material Transfer Agreement does not constitute or create a license or option agreement or any other right in Recipient for the use of any technology, intellectual property, whether patented, patentable or not, or information owned or developed by Provider, nor does it in any way restrict provider from making any or all of the material, technology, and information hereby transferred available to any third party.
7. Recipient acknowledges that **THE MATERIAL PROVIDED IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXPRESS OR IMPLIED. FURTHER, PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT ANY USE OF THE MATERIAL OR TECHNOLOGY WILL NOT INFRINGE ON ANY PATENT OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**
8. Each party hereby assumes any and all risks of personal injury, property damage and infringement of any United States patent and/or copyright attributable to the negligent acts or omissions of its officers, employees, or agents in accordance with the laws of the State of South Carolina. Neither party by reason of this agreement shall be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for any action arising from this agreement.
9. Recipient agrees to pay Provider a one-time fee of _____ dollars for actual costs of preparing and shipping the material.
10. Unless otherwise noted herein, recipient is authorized to use the materials for

At the conclusion of the use of the material for any reason, Recipient, at Provider's request will either return all unused material to Provider or will destroy all unused material and certify such destruction to Provider.

11. Recipient will comply with all federal, state, and local laws, rules, and regulations affecting the use of the material in any manner.
12. Failure to comply with any of the terms and conditions hereof constitutes a material breach of this Agreement for which Provider may require Recipient to cease use of the materials and technology and to return or destroy all unused materials as provided in "9," above.

- 13. Recipient certifies that its designated representative identified hereinbelow by name and signature is authorized to accept legally the materials hereby transferred.
- 14. Provider hereby certifies that it may legally transfer the described materials to a qualified recipient.

Authorized signature for Clemson University:

Name:

Title:

Signature

Date

Recipient Scientist authorized to receive materials:

Name:

Title:

Signature

Date

Authorized signature for Provider:

Name:

Title:

Signature

Date

Provider Scientists:

Name:

Title:

Signature

Date

**Completed forms may be submitted to:
Clemson University
Office of Sponsored Programs
300 Brackett Hall
Clemson, SC 29634-5702
Attn: Jo Abernathy or Senior Contract Advisor**

MTA: CU Recipient: 05/06