

RESEARCH MATERIALS TRANSFER AGREEMENT

To:

Dear Dr. _____

This is to acknowledge receipt of your request seeking use of the following research materials developed by _____, while working at the _____ of the University of Medicine and Dentistry of New Jersey (UMDNJ).

The **Materials** requested are described as:

UMDNJ is willing to provide these Materials to you to be used solely for the purposes specified below, and subject to the following terms and conditions:

1. The Materials provided to Recipient by UMDNJ remain the property of UMDNJ.
2. The Materials provided to Recipient by UMDNJ, as well as other materials derived in whole or in part from the original Materials, shall be used by you and your research associates solely for research within your research facility. The Materials will not be used in research that is subject to consulting, licensing, or similar obligations to a commercial entity, unless written permission is first obtained from UMDNJ.
3. Neither the Materials provided to Recipient by UMDNJ, nor other materials derived in whole or in part from the original Materials, may be used for commercial purposes unless you enter into a separate license agreement with UMDNJ. The supply of this Material by UMDNJ does not in any way constitute a license or represent an implied license to make, use or sell the Materials or derivatives therefrom.
4. Neither the Materials supplied, nor other materials derived in whole or in part from the original Materials, may be transferred to any third party, including public or private culture depositories, without the express written permission of UMDNJ. All third parties requesting samples of the Materials must be referred to UMDNJ.
5. UMDNJ provides no warranty, express or implied, that the Material provided is suitable for any purpose whatsoever. Likewise, UMDNJ provides no guarantee that the use of this Material will not violate the patent rights of others.
6. UMDNJ shall disclose Confidential Information relating to the invention/Materials entitled < _____ > In consideration of disclosure of the Confidential Information, the Receiving Party agrees that it shall make no use of any of the Confidential Information except for the aforementioned purpose and shall prevent disclosure of Confidential

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Information to third parties. These restrictions shall not apply to Confidential Information which:

- (a) at the time of disclosure is or thereafter becomes available to the public through no fault of the Receiving Party;
- (b) as shown by written records, was known to, or was otherwise in the possession of, the Receiving Party prior to the receipt of such Confidential Information from the Disclosing Party;
- (c) is obtained by the Receiving Party from a source other than UMDNJ and other than one who would be breaching a commitment of confidentiality to UMDNJ by disclosing the Confidential Information to the Receiving Party; or
- (d) is developed by the Receiving Party independently of any disclosure made hereunder.

The Receiving Party shall not disclose any of the Confidential Information received hereunder to any third party. The Receiving Party agrees to return to UMDNJ all Confidential Information (including copies and excerpts) upon UMDNJ's request.

- 7. The receiving party agrees, to the extent authorized by the laws of the applicable state, to indemnify, defend and hold harmless UMDNJ (and its directors, trustees, officers, employees and agents) against any and all damages, expenses (including, without limitation, legal expenses), claims, demands, suits or other actions arising from the receiving party's acceptance, use and disposal of the Materials and any progeny, derivatives and modifications thereof.
- 8. In any publication or dissemination of results arising from the use of these Materials, Recipient will make due acknowledgment of their origin.

If the above conditions are acceptable, please have an individual who is authorized to legally bind your organization sign and return one original copy of this Agreement to the UMDNJ letterhead address. Retain a copy for your files. Upon receipt of the signed Agreement, the Materials will be forwarded to you.

RECIPIENT

THE UNIVERSITY OF MEDICINE AND
DENTISTRY OF NEW JERSEY

Authorized Legal Representative Date

Accepted Date
Vincent Smeraglia
Director, Office of Patents and Licensing

Printed Name

Title

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