

**MATERIAL TRANSFER AGREEMENT  
To a Non-profit Organization**

To: \_\_\_\_\_ (RECIPIENT)

Address:

From: \_\_\_\_\_ (MSU)

Address:

**Re: Biological Material identified as** \_\_\_\_\_

In response to RECIPIENT's request for the above-identified Biological Material, MONTCLAIR STATE UNIVERSITY, RECIPIENT agrees to the following:

1. The above Biological Material is the property of MSU and is made available as a service to the research community.
2. The Biological Material will be used for research purposes only.
3. The Biological Material and/or MSU's confidential information concerning the Biological Material will not be distributed by RECIPIENT to others without written permission from MSU.
4. The RECIPIENT agrees to acknowledge the source of the Biological Material in any manuscripts reporting on the RECIPIENT's use of it. Copies of all such manuscripts shall be given to MSU at least forty five (45) days prior to submission for publication.
5. This Agreement shall not be construed as a conveyance, assignment or transfer by MSU to RECIPIENT of any ownership of right to intellectual property in the Biological Materials. Ownership of any new discoveries or inventions obtained through the use of the Biological Material will be negotiated in good faith by the parties hereto and, at a minimum, shall be proportionate to (a) their relative contribution to the creation of said intellectual property; and (b) comply with any applicable laws and regulations relating to inventorship.
6. Because the Biological Material is experimental in nature, IT IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall MSU be liable for any use of the Biological Material, and RECIPIENT hereby agrees to defend, indemnify and hold MSU harmless from any loss, claim, damage, or liability, which may arise from Recipient's use, storage and disposal of the Biological Material, except to the extent such loss, damage or liability is the direct result of MSU's gross negligence or willful misconduct.

7. The RECIPIENT agrees to use the Biological Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA. The RECIPIENT also agrees to use the Biological Material in a safe manner and in compliance with Federal, State and local laws and regulations, including the National Institute of Health guidelines.

**AGREED TO:**

**(RECIPIENT ORGANIZATION)**

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MONTCLAIR STATE UNIVERSITY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_