

MATERIALS TRANSFER AGREEMENT

The Trustees of the University of Pennsylvania agree to provide certain research substances and know-how (hereinafter "Materials", as further described below), for research purposes only, under the following conditions:

1. THIS AGREEMENT, effective as of the date of the last signature (the "Effective Date"), is made by and between The Trustees of the University of Pennsylvania (hereinafter "Penn"), on behalf of PROVIDER (hereinafter "Investigator") and RECIPIENT INSTITUTION (hereinafter "Recipient") on behalf of RECIPIENT SCIENTIST.

2. Materials covered by this Agreement include (a) those described in EXHIBIT A to be provided by Investigator at Investigator's sole discretion; (b) any related biological material and associated know-how and data provided by Investigator; and (c) any substance that is replicated or derived there from. These Materials are considered proprietary to Penn. Penn shall be free to distribute the Materials to others and to use the Materials for its own use.

3. The Materials may only be utilized for research at Recipient's facility. Recipient shall not distribute or release the Materials to any person other than laboratory personnel under Recipient's direct supervision. Recipient shall ensure that no one will be allowed to take or send these Materials to any location other than Recipient's facility, unless prior written permission is obtained from Penn.

4. This Agreement and the transfer of Materials are for Recipient's use of the Materials solely for the research described in Exhibit A. Recipient agrees that nothing herein shall be deemed to grant any right under any patents. The Materials will not be used in research that is subject to obligations to any third party, other than obligations to the U.S. government resulting from research that is funded by the U.S. government.

5. If Recipient files a patent application or wishes to commercialize a product which contains any portion of the Materials, which is derived from the Materials, or which could not have been produced but for the use of the Materials, Recipient agrees to contact Penn through its Center for Technology Transfer to determine what ownership interests, if any, Penn may have in such patent application or commercial product. Inventorship for such patent application or commercial product shall be determined according to U.S. Patent Law.

6. Recipient shall report to Penn at least annually on Recipient's work utilizing the Materials. Recipient agrees to provide Penn with a copy of any abstract or manuscript pertaining to research with the Materials and to acknowledge Penn and give credit to Investigator as appropriate.

7. Recipient agrees to use the Materials in compliance with all laws and regulations, including but not limited to current EPA, FDA, USDA, and NIH guidelines. The Materials are supplied solely for research purposes, for use in animals and/or *in vitro*. THE MATERIALS WILL NOT BE USED IN HUMANS. In no event shall Penn be liable for any use by Recipient of the Materials.

8. Recipient acknowledges that the Materials are experimental in nature and they are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. PENN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY

RIGHTS.

9. Unless prohibited by law, Recipient assumes all liability that may arise from the use, storage or disposal of the material, and in no event will Penn be liable.

10. Penn shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms, covenants or conditions of this Agreement. Upon termination, Recipient shall immediately return to Penn all unused portions of the Materials.

11. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Penn. This Agreement is the final, exclusive and entire agreement between the parties relating to its subject matter, and may be changed only by the parties' signed agreement. If any provision is determined to be invalid, illegal or unenforceable, that provision will be deemed amended or stricken (as appropriate) so as to be valid, legal and enforceable. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions.

THE TRUSTEES OF THE
UNIVERSITY OF PENNSYLVANIA

RECIPIENT

By: _____

By: _____

(Typed Name of Authorized Representative)

(Title)

(Date)

(Date)

Read & Acknowledged by:

Read & Acknowledged by:

PROVIDER SCIENTIST

RECIPIENT SCIENTIST

(Date)

(Title)

(Date)

EXHIBIT A

MATERIALS REQUESTED: **MATERIALS**

RECIPIENT SCIENTIST'S NAME, ADDRESS, PHONE AND FAX NUMBER:

SUMMARY OF RESEARCH: