



Auburn University

MATERIALS TRANSFER AGREEMENT

This Agreement is made as of the ____ day of _____ 2024 (the “**Effective Date**”), by and between _____ (the “**COMPANY**”) with offices at _____ and Auburn University (“**Recipient**”), with offices at The IP Exchange, 570 Devall Drive, Suite 102, Auburn, Alabama 36832.

In accepting the following materials identified by COMPANY as _____ (the “**Material**”), the Recipient hereby agrees to the following terms and conditions:

1. All restrictions and obligations of this Agreement relate to the Material together with any progeny, mutants, derivatives, or replicated forms thereof, and all cells, tissues, plants, and seeds containing the Material, including any replicated forms and derivatives thereof.
2. The Material is to be used only at Recipient’s facilities by Recipient’s principal investigator, _____ (the “**P.I.**”), and by individuals working under the P.I.’s direction. The Material will be used solely for the purpose of _____ (the “**Purpose**”).
3. No specimen of the Material will be given or made available to any other person, institution, firm, or corporation without the express written consent of COMPANY.
4. This permission to use the Material shall be restricted to Recipient’s internal research use only. The Material may not be used commercially or for research that is subject to consulting or licensing obligations to another commercial organization whether or not such obligations presently exist or are entered into in the future unless written permission is obtained from COMPANY.
5. Recipient will use the Material in compliance with all laws and regulations applicable to the use, storage, and disposition of the Material. The Material is experimental in nature, is not for human use, and is provided by COMPANY on an “as is” basis and WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. No right or license under any COMPANY patent or patent application is granted hereby. Further, COMPANY does not warrant that the use of the Material will not infringe any valid patent or other proprietary rights or that the Material is safe and without hazards.
6. Except to the extent prohibited by law, Recipient assumes all risks and responsibility in connection with Recipient’s use, receipt, handling, storage, transfer, disposal and other activities relating to Biological Materials, including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk, as well as for any

adverse events resulting from Recipient's violation of the security requirements or unauthorized dissemination of Biological Materials.

7. Recipient will inform COMPANY of research results related to the Material and will provide COMPANY with a copy of any proposed publication describing the results of such research at the time the manuscript is submitted for publication.
8. If Recipient makes a new invention, development or discovery ("**Invention**"), whether patentable or not, as a result of its use of the Material, it will promptly inform COMPANY of such Invention. Inventorship shall be determined in accordance with patent law (if Patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in the research. In the case of a joint Invention, COMPANY and Recipient agree to negotiate a joint invention agreement which shall provide, among other things, for the sharing of patent costs, income, and invention management responsibilities.
9. This Agreement shall expire one (1) year from the Effective Date (the "**Expiration Date**"). At the Expiration Date or upon earlier termination of this Agreement, Recipient will within thirty (30) days of the Expiration Date or date of notice of termination, and at COMPANY's sole discretion, either return all samples of the Material to COMPANY, or will certify in writing to COMPANY that it has destroyed all samples of the Material in Recipient's possession. The foregoing notwithstanding, either party may terminate this Agreement upon written notice anytime after the first three months following the transfer of the Material to Recipient.

COMPANY

RECIPIENT: AUBURN UNIVERSITY

Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Patrick Reed
Executive Director – IPX
Date: _____

Recipient P.I.

Signed: _____
Name: _____
Title: _____
Date: _____