



**THE OHIO STATE UNIVERSITY
MATERIAL TRANSFER AGREEMENT INSTRUCTIONS FOR INSTITUTIONS OR NOT-FOR- PROFIT ENTITIES**

The following is OSU's standard MATERIAL TRANSFER AGREEMENT. The purpose of sending you this document is to expedite the negotiation process.

Please see the following instructions:

1. This Agreement shall **NOT** be used for the transfer of human tissue.
2. This Agreement shall **NOT** be used for Material transfers to other outside companies or for-profit entities.
3. If you find the terms of this Agreement to be acceptable and do not require any changes to be made, please insert the requested information in the necessary fields, sign the agreement in paragraph 13 and return an electronic copy to contracts@osu.edu.
4. Please be as specific as possible in regards to the "purpose" of the agreement in Section 9.
5. OSU does not require hard copies, however, if you prefer to send a hard copy, the following is the appropriate mailing address:

The Ohio State University
Technology Commercialization Office
ATTN: Contracts Officer
1524 N. High St.
Columbus, Ohio 43201

6. Once you return the form to OSU, the Agreement will be signed by an authorized representative in the Technology Commercialization office. (**NOTE:** OSU employees are not authorized to sign agreements on their own behalf).
7. Once OSU has signed the agreement, OSU will send you an electronic copy of the fully executed agreement via email unless you notify OSU that you require hard copies.
8. In the event that you would like to request changes to this agreement, *please fill out the fields below*, then request an unlocked copy by sending an e-mail to contracts@osu.edu, attaching this completed form, and type "Unlocked Copy of OSU MTA" in the subject line. OSU will then return an unlocked document.



Technology Commercialization Office
 1524 N. High St.
 Columbus, Ohio 43201

Phone: 614.247.6633
 Fax: 614.292.8907
 contracts@osu.edu

MATERIAL TRANSFER AGREEMENT THE OHIO STATE UNIVERSITY AS PROVIDER

This Material Transfer Agreement (“Agreement”), effective as of (“Effective Date”), is made and entered into by and between The Ohio State University (“Provider”) and (“Recipient”). Provider will supply the Material described in Section 1 below to the Recipient on the following terms and conditions:

1. The material to be supplied by Provider to Recipient for use by the Recipient Scientist is (the “Material”) and Recipient agrees to use the Material only for the following non-commercial research purpose:

Recipient agrees that it will not transfer or give access to the Material to anyone else.

As used in this Agreement, “Material” includes any Material contained or incorporated in modifications, progeny, mutants, derivatives, or replicated forms thereof, including but not limited to any Material in cells or tissues.

2. Provider retains ownership of the Material. Except as described in Section 1, no express or implied licenses to the Material or to other rights of Provider are granted to Recipient.

3. The Material may not be used on human subjects or for any diagnostic purpose involving human subjects.

4. Recipient will acknowledge the source of the Material in any publication reporting use of the Material.

5. The Material is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

6. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the Material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.

7. Recipient agrees to use the Material in compliance with all applicable laws, rules, and regulations.

8. Recipient will pay Provider a transfer fee of \$ _____ within ten (10) days of the Effective Date.

9. This Agreement shall expire one (1) year from the Effective Date. This Agreement may be earlier terminated by either party upon fourteen (14) days’ notice to the other party. Upon the expiration or earlier termination of the Agreement, Recipient will return or destroy (and certify such destruction in writing) any remaining Materials and all copies of Materials.

10. The parties designate the following employees as the Provider Scientist and the Recipient Scientist:

Provider Scientist

Name: _____

Address: _____

Phone: _____

Email: _____

Recipient Scientist

Name: _____

Address: _____

Phone: _____

Email: _____

11. This Agreement supersedes any previous agreements or preliminary representations or understandings related to the subject matter hereof, and may be amended only in writing signed by both parties. If any provision herein is found to be unenforceable, such provision may be modified to render such provision enforceable. An invalidation or waiver of any term or condition of this Agreement will not be deemed or construed to be a waiver or invalidation of such term or condition for the future, or of any subsequent breach thereof. This agreement is not assignable.

12. This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. The undersigned warrant their authority to bind their respective organizations to this Agreement.

The Ohio State University

By: _____

Print Name: _____

Title: _____

Date: _____

<<INSERT RECIPIENT NAME>>

By: _____

Print Name: _____

Title: _____

Date: _____

Agreement #: