

## MATERIAL TRANSFER AGREEMENT

Tel Aviv University ("TAU") and \_\_\_\_\_ ("Investigator") agree to provide \_\_\_\_\_ (hereinafter "Recipient"), with principal offices at \_\_\_\_\_, on behalf of its investigator, Dr. \_\_\_\_\_ ("Scientist"), material for use in a research project to be performed by Scientist and members of his/her research team, subject to the terms and conditions set forth in this Agreement.

1. This Agreement applies to the material described below, and any related information and know-how which is received by Recipient under this Agreement and any derivative, progeny or modification of such material (collectively, the "Material"):

Description of material provided:

\_\_\_\_\_

2. Scientist and members of his/her research team may use the Material solely for Recipient's noncommercial scientific research in the performance of the research project described below ("Research Project").

Description of Research Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recipient shall not use the Material for commercial purposes, including, without limitation, commercially sponsored research.

3. The Material is provided to Recipient for use only in laboratory animals or in vitro experiments. THE MATERIAL SHALL NOT BE USED IN HUMANS.

4. The Material may be used only in Scientist's laboratory and only by Scientist and laboratory personnel under Scientist's immediate and direct control. The Material shall not be transferred to any other person, entity or institution without the express written consent of TAU.

5. All rights, title and interest in and to all Material and all intellectual property rights in Material shall be owned solely and exclusively by TAU.

6. Scientist will inform Investigator in confidence of results of research related to the Material, by written report or by providing Investigator with copies of manuscripts describing the results of such research at the time the manuscripts are submitted for publication.

7. Recipient agrees that if Recipient's research under the Research Project results in a discovery, invention, new use, or a product (collectively referred to as "Invention"), Recipient will promptly disclose such Invention(s) to TAU on a confidential basis. Ownership of Inventions shall follow inventorship as determined in accordance with United States patent law. If TAU personnel and Recipient personnel are co-inventors of an Invention, the parties will negotiate in good faith

and enter into an inter-institutional agreement relating to the use and commercialization of such joint Invention, taking into consideration the respective parties' contributions to the Invention.

8. Scientist and Recipient will acknowledge Tel Aviv University and Investigator as the source of the Material in any publication of Research Project results.

9. Recipient acknowledges that the Material is or may be subject to patents and/or patent applications. No express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of TAU.

10. The transfer of the Material grants to Recipient no rights in the Material other than those specifically set forth in this Agreement. Recipient will, at the request of TAU, return or destroy all unused Material.

11. Both parties acknowledge and agree that the Material is being supplied "AS IS" and with no warranties, express or implied, and TAU expressly disclaims any warranty of merchantability, fitness for a particular purpose or noninfringement. TAU makes no representation that the use of the Material will not infringe the patent or proprietary rights of any third party

12. The Material is experimental in nature and will be used with prudence and appropriate caution, since not all of its characteristics are known. Scientist and Recipient will use the Material in compliance with all applicable laws, governmental regulations and guidelines, including any regulations or guidelines pertaining to research with animals that may be applicable to the Material.

13. In no event shall TAU be liable for any use by Recipient of the Material or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with the Recipient's use, handling, storage, or disposal of the Material. Recipient assumes responsibility for, and agrees to indemnify and hold harmless TAU and its directors, officers, faculty, agents, students, investigators, affiliates and successors-in-interest from any liability, loss, or damage they may suffer as a result of any claims, demands, costs, or judgments against them arising out of the use, handling, storage, or disposal of the Material by Recipient.

14. This Agreement is not assignable by either party without the express written consent of the other.

15. Either TAU or Recipient may terminate this Agreement on thirty (30) days prior written notice to the other party. Sections 6, 7, 8, 10, 13 and 15 will survive termination of this Agreement. Recipient will discontinue all use of and return or destroy the Material within thirty days of termination.

Acknowledged and Agreed to:

***Recipient and Recipient Scientist must sign both copies of this letter and return one signed copy to TAU. TAU Investigator will then send the Material.***

**TAU Information and Authorized Signature:**

Investigator: \_\_\_\_\_  
Provider Organization: Tel Aviv University  
Address: Ramat Aviv, Tel Aviv, Israel  
Name of Authorized Official: \_\_\_\_\_  
Title of Authorized Official: \_\_\_\_\_  
Signature of Authorized Official: \_\_\_\_\_  
Date: \_\_\_\_\_

**Recipient Information and Authorized Signature:**

Recipient Scientist: \_\_\_\_\_  
Recipient Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Authorized Official: \_\_\_\_\_  
Title of Authorized Official: \_\_\_\_\_  
Signature of Authorized Official: \_\_\_\_\_  
Date: \_\_\_\_\_

**Certification of Recipient Scientist:**

I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

\_\_\_\_\_  
Recipient Scientist

\_\_\_\_\_  
Date