



## MATERIAL TRANSFER AGREEMENT

THIS AGREEMENT, effective the date of the last signature on this Agreement (the "Effective Date") is between The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho, having an office at P. O. Box 443003, Morrill Hall 414, Moscow, ID 83844-3003 (hereinafter "IDAHO") and \_\_\_\_\_ having a principle office \_\_\_\_\_ (hereinafter "RECIPIENT").

1. **Research Materials:** The following original research material(s) have been developed by \_\_\_\_\_ at IDAHO and is (are) the property of IDAHO:

"\_\_\_\_\_ ("Invention")"

The original research material described above and any progeny, replicate, subset, derivative, or modification thereof, and related confidential information provided by IDAHO, shall hereinafter be referred to as the "MATERIAL" and IDAHO shall retain ownership.

2. **Description of Planned Research:** RECIPIENT shall use MATERIAL provided under this Agreement for internal research purposes only, which purposes are:

"Field \_\_\_\_\_ and which shall hereinafter be referred to as the "RESEARCH".

3. **Purpose of Transfer and Restrictions:** RECIPIENT's principal investigator ("Recipient Scientist") may use the MATERIAL solely for the purposes of the RESEARCH at RECIPIENT's facilities only and only under the direction of Recipient Scientist. RECIPIENT shall not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of the MATERIAL. RECIPIENT may not use the MATERIAL for research or consulting for a for-profit entity under which that entity obtains rights to research results, without the prior written consent of IDAHO. RECIPIENT agrees not to transfer the MATERIAL to anyone who is not employed at RECIPIENT's facilities without the prior written consent of IDAHO. RECIPIENT agrees to the limitations on use of the MATERIAL. No other right or license to the MATERIAL is granted or implied as a result of the transfer of the MATERIAL to RECIPIENT. If RECIPIENT's use of the MATERIAL results in an invention, RECIPIENT shall disclose such invention to IDAHO and agrees not to commercialize, sell, license, or otherwise transfer property rights in the invention without the prior written consent of IDAHO.

4. **Confidential Information:** For the purposes of this Agreement, "CONFIDENTIAL INFORMATION" shall refer to all information related to the MATERIAL. CONFIDENTIAL INFORMATION may also include "TRADE SECRETS" which is identified as CONFIDENTIAL INFORMATION that is commercially valuable and secret in that it is not generally known in the industry in the areas in which it is utilized.

RECIPIENT agrees to hold CONFIDENTIAL INFORMATION in confidence and utilize all reasonable efforts to avoid unauthorized use, disclosure, publication, or dissemination of CONFIDENTIAL INFORMATION for a period of five (5) years from the effective date of this Agreement except in the case of any CONFIDENTIAL INFORMATION identified by IDAHO as TRADE SECRETS. The term of confidentiality with respect to TRADE SECRETS received by RECIPIENT shall be perpetual.

RECIPIENT shall protect CONFIDENTIAL INFORMATION with the same degree of care as it applies to protect its own confidential information. RECIPIENT shall have no obligation of confidentiality with respect to CONFIDENTIAL INFORMATION, which: (a) at the time of its receipt is generally available

in the public domain, or thereafter becomes available to the public through no act or omission of the RECIPIENT; (b) was independently known or developed by RECIPIENT prior to receipt thereof from PROVIDER, as shown by prior, legally competent, written records of RECIPIENT; (c) is made available to RECIPIENT as a matter of lawful right by a third party without breach of any nondisclosure obligation and without restriction on disclosure; (d) is required to be disclosed by law, court order, or regulation; or (e) is authorized for disclosure in writing by IDAHO.

5. **Indemnity:** RECIPIENT assumes all liability for damages that may arise from RECIPIENT's use, storage or disposal of the MATERIAL. IDAHO 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. Further, RECIPIENT shall indemnify, defend, and hold harmless IDAHO for any loss, claim, damage, or liability of any kind or nature which may arise from or in connection with acts by RECIPIENT under this Agreement or the use, handling, or storage of the MATERIAL by RECIPIENT.
6. **Reports:** At least once per year, no later than the anniversary date of this Agreement, RECIPIENT shall provide to IDAHO a summary report of research results obtained through use of the MATERIAL. Further, within three (3) months of the conclusion of the RESEARCH, RECIPIENT shall provide to IDAHO, or the parties may collaboratively prepare, a final report that describes the research results obtained through the use of the MATERIAL, and further indicates the disposition of the MATERIAL.
7. **Representations and Warranties:** IDAHO 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 FOR THE MATERIAL, NOR DOES IDAHO WARRANT THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY.
8. **Publications:** Any manuscripts or publications prepared by RECIPIENT relating to the MATERIAL shall be provided to IDAHO prior to submission for publication. If RECIPIENT has not heard from IDAHO within 30 days of IDAHO's receipt of the publication, it will be assumed IDAHO is satisfied with the content of the text and publication will continue. RECIPIENT agrees that RECIPIENT and/or Recipient Scientist will provide appropriate acknowledgment of the source of the MATERIAL in all publications.
9. **Compliance:** RECIPIENT expressly agrees that its use of the MATERIAL shall be in compliance with all applicable local, state, and federal procedures, rules, regulations, and laws.
10. **Assignment:** This Agreement may not be assigned or otherwise transferred by RECIPIENT without the prior written consent of IDAHO.
11. **Term:** The term of this Agreement shall be one (1) year from the Effective Date.
12. **Termination:** Either party may terminate this Agreement prior to the Termination Date, or any extensions thereof, with or without cause upon thirty days written notice. All of the MATERIAL must be either returned to IDAHO at the address set forth in Paragraph 13 below or destroyed before the date of termination. At its sole, written discretion, IDAHO may permit RECIPIENT to retain possession of some or all of the MATERIAL. All obligations of the parties hereunder shall cease upon termination of this Agreement, except that the provisions set forth in Paragraphs 3, 4, 5, 6, 7, and 8 shall survive.
13. **Notices:** Notice with respect to this Agreement shall be sent via U.S. Postal Service certified return receipt or registered mail or via reputable commercial courier (Federal Express, UPS, DHL, etc.) and shall be deemed duly given and made on the earlier of the date of actual receipt or five (5) days after being mailed postage prepaid, and shall be addressed as follows, provided that either party may by written notice designate a substitute address from time to time:

**TO IDAHO:**  
Office of Technology Transfer  
Morrill Hall 414

**TO RECIPIENT:**  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box 443003  
Moscow, Idaho 83844-3003  
Attn: Director

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

- 14. **Modification:** This Agreement is the entire agreement between the parties. No change, modification, alteration, waiver, amendment, or addition shall be valid unless in writing and signed by each of the parties hereto.
- 15. **Facsimile Copies:** Any facsimile transmission of this Agreement that is signed by a duly authorized representative of each party is legally binding and enforceable; however, the parties agree to make every reasonable effort to execute and exchange duplicate originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**UNIVERSITY OF IDAHO**

**RECIPIENT:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Jeremy Tamsen

Name: \_\_\_\_\_

Position: Director, Office of Technology Transfer

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_