

# ***SOUTH ALABAMA MEDICAL SCIENCE FOUNDATION***

## **BIOLOGICAL MATERIAL TRANSFER AGREEMENT TO AN ACADEMIC INSTITUTION**

**THIS AGREEMENT** is made between the SOUTH ALABAMA MEDICAL SCIENCE FOUNDATION, 307 University Boulevard, Box U-1060, Mobile, AL 36688 (hereinafter "SAMSF") and \_\_\_\_\_ (insert academic institution name & address) (hereinafter "RECIPIENT") in response to a request from \_\_\_\_\_ ("RECIPIENT SCIENTIST") for research materials owned by SAMSF and developed by \_\_\_\_\_, of the University of South Alabama College of Medicine ("USA SCIENTIST").

### **I. Definitions**

- A. **ORIGINAL MATERIAL:** \_\_\_\_\_
- B. **PROGENY:** Unmodified descendant from ORIGINAL MATERIAL, i.e. cell from cell, virus from virus.
- C. **UNMODIFIED DERIVATIVES:** Substances created by the RECIPIENT which constitute an unmodified functional sub-unit or product expressed by the ORIGINAL MATERIAL.
- D. **MODIFIED DERIVATIVES:** Substances created by the RECIPIENT which contain or incorporate the ORIGINAL MATERIAL.
- E. **MATERIAL:** ORIGINAL MATERIAL, PROGENY, MODIFIED, and UNMODIFIED DERIVATIVES.
- F. **COMMERCIAL PURPOSES:** The sale, lease, license, or other transfer of the MATERIAL to a for-profit organization. It shall also include uses of the MATERIAL by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL to a for-profit organization.

### **II. Terms and Conditions of this Agreement**

- (1) SAMSF retains ownership of MATERIAL. No right or license is granted or implied as a result of transmission of MATERIAL under this Agreement.
- (2) The RECIPIENT retains ownership of those substances created through the use of the MATERIAL which are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFIED DERIVATIVES. If such substances result from the collaborative efforts of SAMSF and the RECIPIENT, joint ownership may be negotiated.
- (3) The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:
  - (a) will be used solely for teaching and academic research purposes and solely in the RECIPIENT SCIENTIST'S laboratories under his/her direction and control;
  - (b) will not be used in human subjects, non-lab animals, or for diagnostic purposes involving human subjects without the written consent of SAMSF;
  - (c) will not be used in any research in collaboration with or sponsored by any commercial entity;
  - (d) will not be used for COMMERCIAL PURPOSES;
  - (e) will not be transferred out of the lab of RECIPIENT SCIENTIST or to any third party without the prior written consent of SAMSF;
  - (f) will be destroyed or returned upon completion of research;
  - (g) will be used in compliance with all applicable government rules, regulations, and guidelines.
- (4) RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications, and to promptly provide copies of all publications based on research using MATERIALS to USA SCIENTIST.
- (5) MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. SAMSF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

**(6)** The RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. SAMSF, the University of South Alabama and its employees will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of SAMSF, the University of South Alabama or its employees.

**(7)** This Agreement shall be effective as of the last date signed below. MATERIALS will be sent to RECIPIENT SCIENTIST upon receipt by SAMSF of a fully executed copy of this Agreement.

RECIPIENT

*Authorized Institutional Signature*

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECIPIENT SCIENTIST

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SAMSF

*Authorized Institutional Signature*

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Acknowledged by:

\_\_\_\_\_

USA SCIENTIST