

SOUTH ALABAMA MEDICAL SCIENCE FOUNDATION

BIOLOGICAL MATERIAL TRANSFER AGREEMENT TO A COMMERCIAL ENTITY

THIS AGREEMENT is made between the South Alabama Medical Science Foundation, 307 University Boulevard, Box U-1060, Mobile, AL 36688 (hereinafter "SAMSF") and _____ (insert company name & address) (hereinafter "COMPANY") in response to a request from _____ ("COMPANY SCIENTIST") for biological research materials developed by _____ (USA Scientist), of the University of South Alabama College of Medicine and owned by SAMSF, which are described as _____ ("MATERIAL").

- (1) For the purposes of this Agreement, "MATERIAL" includes any progeny, derivatives, mutants, or replicated forms of the transmitted MATERIAL, and any cells, tissues or other substances created by COMPANY which contain the transmitted MATERIAL.
- (2) MATERIAL is proprietary to SAMSF, shall remain the sole property of SAMSF, and is provided to COMPANY solely for internal research and/or evaluation purposes. Except as expressly provided herein, no right or license under any SAMSF patent, patent application or other intellectual property is granted or implied as a result of transmission of MATERIAL under this Agreement.
- (3) MATERIAL is experimental in nature and IS NOT FOR USE IN HUMANS. MATERIAL shall be used solely under the direct control and supervision of COMPANY SCIENTIST at COMPANY facilities. MATERIAL shall not be made available to any person, location or entity outside of COMPANY and shall not be used for, or disclosed to or for the benefit of any third party. MATERIAL shall not be used or disclosed for research, diagnosis, or testing involving human subjects, for manufacturing, for commercial research or development, or for the purpose of providing any consulting or commercial services.
- (4) MATERIALS are provided "as is" and SAMSF makes no representation and extends no warranties of any kind, express or implied, including without limitation any express or implied warranties of merchantability or of fitness for any particular purpose or that the use of the materials will not infringe or violate any patent, copyright, trademark or other proprietary rights of any third parties.
- (5) COMPANY agrees to use MATERIAL in a safe manner and in compliance with all federal, state and local statutes, regulations and guidelines applicable to the use, storage and disposition of MATERIAL, including but not limited to those of the National Institutes of Health.
- (6) COMPANY shall be solely responsible for all claims, liability, loss, costs and damages incurred by COMPANY which arise in any way out of the use, transfer, handling, storage or disposal of MATERIAL by COMPANY and/or its employees or agents, and will indemnify and hold SAMSF, the University of South Alabama and its employees harmless from and against any such liability, loss, costs, or damages that COMPANY may incur, except to the extent such liability, loss, costs, or damages are the direct result of negligence or willful misconduct of SAMSF, the University of South Alabama or its employees.
- (7) Nothing in this Agreement shall preclude SAMSF from distributing MATERIAL to other entities for research and/or commercial purposes, or from publishing any documents relating to MATERIAL
- (8) In accordance with scientific custom and practice, COMPANY may publish results of its research using MATERIAL. COMPANY shall provide SAMSF with a copy of any such publication at the time of submission for publication and will, as scientifically appropriate, acknowledge Dr. _____ (USA Scientist) development and contribution of the MATERIAL.

- (9) This Agreement shall terminate twelve (12) months from the latest date entered below (“Termination Date”). COMPANY shall, within thirty (30) days of the Termination Date, cease use of MATERIAL and arrange, at SAMSF’S sole discretion, for either the return of all remaining MATERIAL to SAMSF or for the lawful destruction and disposal of all remaining MATERIAL, providing written certification of such lawful destruction and disposal.
- (10) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed, nor may any provision or the benefit thereof be waived, in whole or in part, except by a written instrument duly executed by both parties. Upon receipt by SAMSF of a fully executed copy of this Agreement, MATERIAL will be sent to COMPANY SCIENTIST.

This Agreement is effective as of the last date signed below.

COMPANY

Authorized Institutional Signature

By _____

Name _____

Title _____

Date _____

COMPANY SCIENTIST

Title _____

Date _____

SAMSF

Authorized Institutional Signature

By _____

Name _____

Title _____

Date _____