

Texas State University-San Marcos (Texas State)
Material Transfer Agreement
Other than Biological Materials

Texas State University-San Marcos (Texas State) agrees to provide _____ [insert recipient name] with certain materials, data and/or know-how for the purposes stated herein under the following conditions:

1. Parties to the agreement.

The parties to this agreement are _____ [insert recipient name] (RECIPIENT), who's primary place of business is located at _____ [insert address] and Texas State University-San Marcos (Texas State) who's primary place of business is at 601 University Dr., San Marcos, TX 78666.

2. Material to be provided.

The Material that is covered by this agreement includes: _____ [insert name/description of material, data and/or know-how] which was developed by Texas State (MATERIAL). The MATERIAL is considered proprietary to Texas State. Texas State shall be free, at its sole discretion, to distribute the MATERIAL to others and to use it for its own purposes.

3. Purpose and Cost.

The Material provided to RECIPIENT is for the sole purpose of the Scope of Work included as **ATTACHMENT A**. RECIPIENT agrees that the MATERIAL will not be used for any other purpose. Neither the MATERIAL nor any biological material treated therewith may be used in human beings.

RECIPIENT shall reimburse Texas State for its costs of producing and shipping the MATERIAL at a rate of \$_____ per _____ of Material.

4. Distribution.

Recipient shall not distribute, release, or in anyway disclose the MATERIAL to any person or entity other than the personnel directly involved with the Scope of Work. Recipient shall ensure that no one will be allowed to take or send MATERIAL to any other location, unless written permission is obtained and signed by the Texas State's authorized signatory

5. Intellectual Property.

RECIPIENT acknowledges that nothing in this agreement is deemed to grant to RECIPIENT any right whatsoever in the MATERIAL, its derivatives nor any patents, copyrights trademarks, data or know-how related to the MATERIAL. The MATERIAL may not be used for commercial purposes without a separate license agreement to be executed in writing by the parties' authorized signatories.

Recipient agrees not to reverse engineer, decompose, or replicate the material without the express written permission of Texas State.

All unused materials shall be returned to Texas State upon request.

6. Notification of results

RECIPIENT shall inform Texas State, in confidence, of results of Scope of Work related to the MATERIAL by personal written communication or by providing Texas State with a draft manuscript describing such results.

Results may be published or disclosed in non-commercial, scientific publications and conferences. However, Texas State requires a 45 day period to review the manuscript for proprietary information prior to publication or disclosure. RECIPIENT will remove proprietary information at the request of Texas State.

RECIPIENT agrees to acknowledge Texas State in publications and disclosures as scientifically and academically appropriate.

Commercial disclosure of results requires the written permission of Texas State.

Texas State reserves the right to publish or otherwise disclose data and information relating to the MATERIAL but shall allow 45 days review for RECIPIENT's proprietary data and information prior to disclosure. Proprietary data will be removed from all such disclosures.

7. Warranty and Indemnity

The MATERIAL is experimental in nature and is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Texas State MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

In no event shall Texas State be liable for any loss, claim, damage, liability of any kind which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL. To the extent allowed by law, RECIPIENT agrees to hold harmless the TEXAS STATE UNIVERSITY SYSTEM (SYSTEM), Texas State, their regents, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities carried out pursuant to this Agreement and the use by RECIPIENT of the results obtained from the Scope of Work.

8. Other provisions

RECIPIENT shall use the MATERIAL in compliance with all laws, governmental regulations and guidelines applicable to the MATERIAL including but not limited to Export Control and guidelines involving biological and hazardous materials.

Any disputes arising from this Agreement shall be resolved under Texas Government Code 2260.

This Agreement shall be governed and interpreted under the laws of the State of Texas.

This Agreement is not assignable and sets forth the entire agreement between the parties.

9. Term and Termination

This agreement shall be effective upon the date of final signature and continue for _____[insert amount of time].

Either party may terminate this agreement upon 30 days written notice to other party. In the event of termination Recipient shall promptly pay all amounts due to Texas State, return all unused MATERIAL, and provide Texas State with a written report of results to the date of termination.

Sections 4, 5, 7, and 8 shall survive expiration or termination of this agreement.

Texas State University-San Marcos

Recipient

Dr. Billy C. Covington
Associate Vice President for Research

Name:
Title:

Date _____

Date _____