

MATERIAL TRANSFER AGREEMENT

This Agreement, effective as of [REDACTED], is by and between the **University of Maine System**, a body politic and corporate and an instrumentality and agency of the State of Maine, acting through the University of Maine, with offices at 5717 Corbett Hall, Room 430, Orono, ME 04469 (hereinafter "UMaine") and [REDACTED], having an address at [REDACTED] (hereinafter "Recipient".)

Description of Materials: [REDACTED] (hereinafter the "Material".)

In accepting the following materials developed, owned and provided by UMaine, Recipient hereby agrees to the following terms and conditions:

1. All restrictions and obligations of this Agreement relate to the Material together with any progeny, mutants, derivatives, or replicated forms thereof, and all cells and tissues containing the Material, including any replicated forms and derivatives thereof, and any proprietary information regarding the Material, which, if provided in writing, shall be marked "Confidential", and if provided orally, shall be summarized in writing within 30 days of the disclosure, marked "Confidential" and provided to the Recipient.
2. The Material is to be used only at Recipient's facilities by Recipient's principal investigator, [REDACTED] (the "P.I."), and by individuals working under the P.I.'s direction. The Material will be used solely for the purpose of [REDACTED].
3. No specimen of the Material will be given or made available to any other person, institution, firm or corporation without the expressed written consent of UMaine.
4. This permission to use the Material shall be restricted to Recipient's internal research use only. The Material may not be used commercially or for research that is subject to consulting or licensing obligations to another commercial organization whether or not such obligations presently exist or are entered into in the future unless written permission is obtained from UMaine.
5. Recipient will use the Material in compliance with all laws and regulations applicable to the use, storage and disposition of the Material. The Material is experimental in nature, is not for human use, and is provided by UMaine on an "as is" basis WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
6. Except as expressly provided for in Section 7 below, RECIPIENT shall not disclose proprietary information or know-how provided in the Material or make available the Material to any other person, institution or firm. Further, except as expressly provided for herein, the RECIPIENT shall not use the Material for any commercial benefit or any research purpose. The restrictions and obligations of provisions 6, 7, and 8 of this Agreement shall remain in full force and effect for a period of five (5) years from the date first entered herein below.
7. Any obligation of the RECIPIENT as set forth in the preceding paragraph shall not apply to any information, knowledge, data and/or know-how which is:

- (a) already known to the receiving party at the time of the disclosure;
 - (b) publicly known without the wrongful act or breach of this agreement by the receiving party;
 - (c) rightfully received by the receiving party from a third party on a non-confidential basis;
 - (d) approved for release by written authorization of the disclosing party; or,
 - (e) required to be disclosed by law or judicial action.
8. The RECIPIENT agrees to obligate in writing its employees and/or consultants who shall have access to any portion of the Material to protect the confidential and proprietary nature of the Material under obligations at least as strict those contained in this Agreement.
9. It is the policy of UMaine to remain fully compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). Therefore, in the event that either party wishes to provide export-controlled data or information to the other party during the course of activity under this Agreement, the Disclosing Party must first notify the Receiving Party of its intention to provide this data at least 30 days in advance of actually providing this data or information and indicate who at Receiving Party will be the intended recipient. Receiving Party will then determine whether it can or cannot accept such data, the conditions for such receipt if agreed upon, and communicate said determination back to Disclosing Party.
10. No right or license under any UMaine patent or patent application is granted hereby. Further, UMaine does not warrant that the use of the Material will not infringe any valid patent or other proprietary rights or that the Material is safe and without hazards. Recipient assumes all risks associated with their use of the Material.
11. Recipient will inform UMaine of research results related to the Material and will provide UMaine with a copy of any proposed publication describing the results or such research at the time the manuscript is submitted for publication.
12. If Recipient makes an Invention, whether patentable or not, as a result of its use of the Material, it will promptly inform UMaine of such Invention. Inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in the research and ownership follows inventorship. In the case of a Joint Invention, the owners of the Joint Invention agree to negotiate a joint invention agreement which shall provide, *inter alia*, for appropriate sharing of patent costs, income, and invention management responsibilities.
13. Except for provisions 6, 7, and 8, all obligations under this Agreement terminate 30 months from the latest date entered below (the "Termination Date"). On the Termination Date, Recipient must immediately stop using the Material. Within thirty (30) Days of the

Termination Date and at UMaine's sole discretion, Recipient must either return the Material to UMaine or destroy all samples of the Material in Recipient's possession and certify in writing to UMaine that it has done so.

14. This Agreement is entered into in the State of Maine and must be interpreted in accordance with and its performance governed by the laws of the State of Maine, without reference to its conflicts of laws provisions. Any and all litigation relating to this Agreement or the parties' performance hereunder must be in the State Courts of Maine. The parties consent to the jurisdiction of those courts.

The Undersigned, by signing this Agreement, represents that he/she is authorized on behalf of Recipient to enter into this Agreement for and on behalf of the Recipient.

Agreed By:

The University of Maine System

Signed: _____
Authorized Representative

Signed _____
Authorized Representative

Name: James S. Ward, IV
Title: Vice President of Innovation and
Economic Development

Name: _____
Title: _____

Address: Dept. of Industrial Cooperation
5717 Corbett Hall, Room 430
Orono, ME 04469

Address: _____

Date: _____

Date: _____

Read and Understood By:

Name: _____

Dept: _____

APPENDIX A.

Detailed Description of Material – Confidential



SAMPLE