

AGREEMENT BETWEEN THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE AND RECIPIENT SCIENTIST AND INSTITUTION FOR DISTRIBUTION OF BIOLOGICAL MATERIALS

The University of Vermont and State Agricultural College makes the following biological Materials (hereafter called "Material") available to the Recipient Scientist and the Institution under the terms of this Agreement:

1. The University of Vermont and State Agricultural College retains ownership of the Material including any Material contained or incorporated in modifications.
2. The Recipient Scientist and Institution acknowledge that the Material is or may be the subject of a patent application.
3. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient Scientist and Institution under any patents, patent applications, trade secrets or other proprietary rights of the University of Vermont and State Agricultural College, including any altered forms of the Material made by the University of Vermont and State Agricultural College. In particular, no express or implied licenses or other rights are provided to use the Material, modifications, or any related patents of the University of Vermont and State Agricultural College for commercial purposes.
4. This Material will be used solely for internal research purposes and will not be distributed by the Recipient Scientist or the Institution to any other person or organization, except those scientists affiliated with and working within the Institution, under the supervision of Recipient Scientist who have also accepted these terms by signing below. There shall be no distribution to any other scientist of the Institution in the absence of a separate written agreement with the University of Vermont and State Agricultural College. Should unauthorized persons or organizations obtain this Material, the Recipient Scientist and Institution agree to advise the University of Vermont and State Agricultural College immediately and to take steps and to assist the University of Vermont and State Agricultural College in taking such steps as may be necessary to recover possession of the Material.
5. The Recipient Scientist and/or Institution retains ownership of: (a) modifications (except that, the University of Vermont and State Agricultural College retains ownership rights to the Material included therein), and (b) those substances created through the use of the Material or modifications, but which are not progeny, unmodified derivatives or modifications (i.e., do not contain the original Material, progeny, unmodified derivatives). If either (a) or (b) results from the collaborative efforts of the University of Vermont and State Agricultural College and the Recipient Scientist joint ownership will be negotiated.
6. The Institution and/or the Recipient Scientist shall have the right, without restriction, to distribute substances created by the Recipient Scientist and Institution through the use of the original Material only if those substances are not progeny, unmodified derivatives, or modifications.
7. If the Recipient Scientist and Institution desire to use or license the Material or modifications for commercial purposes, the Recipient Scientist and Institution agree, in advance of such use, to negotiate in good faith with the University of Vermont and State Agricultural College to establish the terms of a commercial license. It is understood by the Recipient Scientist and Institution that the University of Vermont and State Agricultural College shall have no obligation to grant such a license to the Recipient Scientist and Institution, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Material to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.
8. Without written consent from the University of Vermont and State Agricultural College, the Recipient Scientist and/or the Institution may not provide modifications for commercial purposes. It is recognized by the Recipient Scientist and Institution that such commercial purposes may require a commercial license from the University of Vermont and State Agricultural College and the University of Vermont and State Agricultural College has no obligation to grant a commercial license to its ownership interest in the Material incorporated in the modifications. Nothing in this paragraph, however, shall prevent the Recipient Scientist and Institution from

granting commercial licenses under the Recipient Scientist and Institution's intellectual property rights claiming such modifications, or methods of their manufacture or their use.

9. This Material is experimental in nature and its characteristics are not completely known. The Recipient Scientist and Institution agree to use special care in the use, storage, handling, and disposal of this Material commensurate with guidelines, if applicable, published by the National Institutes of Health.
10. If this Material is to be used for animal (non-food) or for in-vitro research experimentation, Recipient Scientist and Institution agree that it will be done so in compliance with all applicable laws and regulations.
11. The Recipient Scientist and Institution represent that they are entitled to receive this Material and to agree to the obligations imposed by this agreement under all applicable laws and regulations. This Material is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied.
12. The Recipient Scientist and Institution agree to waive all claims against the University of Vermont and State Agricultural College and to defend and indemnify the University of Vermont and State Agricultural College from all claims and damages asserted by third parties arising from the use, storage, handling and disposal of the Material by the Recipient Scientist and/or the Institution and its employees.
13. This agreement will be enforced and construed according to the laws of the State of Vermont, without regard to its conflict of laws principles, and Company and University agree to submit to the jurisdiction of the courts of the State of Vermont.

The University of Vermont and State Agricultural College

_____	_____	_____
Authorized Representative Signature	Date	Typed Name and Title

Institution:

_____	_____	_____
Recipient Scientist Signature	Date	Typed Name and Title

_____	_____	_____
Authorized Representative Signature	Date	Typed Name and Title

Please note. This agreement is not valid unless signed by all parties listed above.