

**THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE
MATERIAL TRANSFER AGREEMENT**

THIS AGREEMENT IS ENTERED INTO BY THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE (UVM) AND RECIPIENT SCIENTIST(S) AND INSTITUTION FOR DISTRIBUTION OF BIOLOGICAL MATERIALS.

1. The following biological materials (hereafter called "Material") are made available by The University of Vermont and State Agricultural College (UVM) to the Recipient Scientist and the Institution under the terms of this Agreement:

2. The Recipient Scientist and the Institution agree to use this Material solely for the non-commercial research of the Recipient Scientist to be carried out exclusively at that Institution.
3. 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.
4. This Material 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 UVM.
5. This Material is the property of UVM and is provided as a service to the academic research community. This Material may not be used by the Recipient Scientist or the Institution for commercial purposes or for the benefit of any for-profit organization, and shall not be disclosed in, referred to or utilized in connection with any patent application filed by the Institution or Recipient Scientist without first obtaining UVM's written consent. Should unauthorized persons or organizations obtain this Material, the Recipient Scientist and Institution agree to advise UVM immediately and to take steps and to assist UVM in taking such steps as may be necessary to recover possession of the material.
6. This Material is experimental in nature and its characteristics are not completely known. The Recipient Scientist and the 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.
7. The Recipient Scientist and the 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. The Recipient Scientist and the Institution agree to waive all claims against UVM, and to defend and indemnify UVM 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.

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