

OUTGOING MATERIAL TRANSFER AGREEMENT

This Outgoing Material Transfer Agreement (“Agreement”) is made by and between The Curators of the University of Missouri, a public corporation of the State of Missouri having an office at 601 Turner Avenue, Turner Avenue Garage – Room 201, Columbia, MO 65211, hereinafter referred to as “Provider” and **Click or enter entity name** having a principal office at **Click to enter address.**, hereinafter referred to as “Recipient”.

Agreement Background

1. The Provider is the owner of certain Material (defined below) that may be useful in connection with scientific research related to **Click to enter research purpose** (“Research”) and Recipient has requested the right to use certain Material in its conduct of such Research.
2. The Material is the subject of an invention disclosure identified as **Click enter disclosure number delete if unknown or not applicable**
3. Both Provider and Recipient desire that the transfer of such Material to be governed by the terms and conditions of this Agreement. .

Now Therefore, in consideration of the mutual covenants contained herein, the Provider and Recipient agree as follows:

1. **Material.** "Material" means the following: <insert material description> provided by Provider to Recipient and any progeny (unmodified descendant), unmodified derivatives or substances created by Recipient that constitute an unmodified functional subunit or product of Material (collectively, "Unmodified Derivatives"). Provider retains ownership of Material, including any Material contained or incorporated in any Unmodified Derivatives.
2. **Agreement Term.** The term of this Agreement shall begin on **Click to enter date** (“Effective Date”) and expire on **Click to enter date** (“Expiration Date”). Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. The Recipient will either return or destroy, at Provider's instruction, all Material, including that in any Unmodified Derivatives in Recipient's possession, custody or control at expiration or termination of this Agreement.
3. **Fee.** Recipient shall pay Provider a fee of **Click to enter amount** to cover Material preparation, handling, and distribution
4. **Provider and Recipient Scientist.** The technical contact for Provider is **Click to enter name, Click to enter email** “Provider Scientist” and the technical contact for the Recipient is **Click to enter name, Click to enter email** (“Recipient Scientist”).
5. **Confidentiality.** Recipient agrees to maintain in confidence Material with the same degree of care it holds its own confidential and proprietary information, but not less than a reasonable degree of care.
6. **Public Disclosure.** The Recipient agrees to acknowledge Provider as the source of the Material in any public disclosure reporting use of it. Notwithstanding anything else in this agreement, the Recipient may publish the results of the Research.
7. **Authorized Use.** - The use of the Material by Recipient is subject to the following restrictions and acknowledgments:
 - a. The Material will not be further distributed to others without the Provider’s written consent.
 - b. The Material will not be used directly in the development of any commercial product. Recipient agrees that the use of the Material for the development of any commercial product will require a separate license agreement between Provider and Recipient. Furthermore, Recipient agrees that it will not sell any such goods or products prior to the execution of such license agreement.
 - c. The Recipient acknowledges that Material is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied license or other rights are provided by Provider to Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider.

- d. The Material will not be used in research that is subject to consulting or licensing obligations of Recipient to another institution, agency or business entity unless prior written permission is obtained from Provider.
 - e. The Material is not to be distributed, disclosed or released to any party other than the agents and employees of Recipient who require access for the purposes set out herein.
 - f. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of animal subjects or recombinant DNA.
8. **Rights Granted.** Unless otherwise agreed to between the parties, nothing contained in the Agreement shall be construed as granting or conferring any other rights, by license or otherwise, under any trademark or name, copyright, patent, know-how, or other proprietary right owned or held by the Provider, nor shall this Agreement be construed as an obligation upon either party to enter into a business arrangement or agreement with the other party or for Provider to supply or disclose any information to Recipient.
 9. **Experimental Material.** Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The Provider MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
 10. **Liability.** The Recipient agrees to be responsible for all claims and damages that directly result from the negligent acts or omissions of the Recipient, its employees, or agents, to the extent permitted by law. Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use, disposal or storage of the Material by the Recipient, except to the extent permitted by law when caused by the reckless or willful misconduct of the Provider.
 11. **Export Control.** Provider and Recipient are subject to applicable U.S. export and sanctions laws and regulations. Provider and Recipient agree to not export anything in violation of applicable U.S. export control and sanctions laws and regulations.
 12. **Counterparts.** This Agreement may be executed in any number of counterparts, including scanned PDF documents and use of electronic signatures. Each such counterpart shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

IN WITNESS WHEREOF, Provider and Recipient have caused this Agreement to be executed by their duly authorized representatives as of Effective Date written above.

The Curators of the University of Missouri - Provider

[Click to enter company name](#)- Recipient

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

Read and understood - Provider Scientist

Read and understood - Recipient Scientist

 Name:
 Title:
 Date:

 Name:
 Title:
 Date: