

**U. S. Department of Agriculture
Agricultural Research Service**

MATERIAL TRANSFER AGREEMENT

PARTIES:

ARS: USDA, ARS, Area
 Research Unit
 Address
 City, State Zip

ARS Scientist's: Name
 Tel: Telephone # of Scientist
 FAX: FAX # of Scientist
 E-mail: Scientist E-mail Address

Institution's Acronym: Institution's Name
 Institution's Address
 City, State Zip

Institution's Scientist: Name
 Tel: Telephone #
 FAX: FAX #
 E-mail: E-mail Address

PURPOSE:

ARS will provide Institution's Acronym with Give the amount and description of the specific material Institution will receive, and associated know how; hereinafter collectively referred to as the Material..

Institution's Acronym will provide ARS with Give the amount and description of the specific material ARS will receive, and associated know how; hereinafter also collectively referred to as the Material.

The Material is released by the providing Party (hereinafter "Provider") to the receiving Party (hereinafter "Recipient") under the following conditions:

1. The Material provided to Institution's Acronym shall only be used for Describe the specific research purpose for which this material will be used.
2. The Material provided to ARS shall only be used for Describe the specific research purpose for which this material will be used.

3. Recipient shall not transfer the Material, in whole or in part, to a third party without express written consent of Provider. Any third party requesting a sample shall be referred to Provider.
4. The Material shall remain the property of Provider and shall not be used for commercial or profit making purposes without an appropriate license or other permission from Provider.
5. Recipient shall keep Provider informed of the results obtained through use of the Material, provide Provider with a copy of any manuscript that describes Recipients work with the Material prior to submission for publication, and acknowledge Provider's contribution to the work reported.
6. Institution's Acronym shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of ARS.
7. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and /or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
8. Recipient shall assume sole responsibility for any claims or liabilities that may arise as a result of the Recipient's use of the Material
9. PROVIDER GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. Material shall be returned, destroyed, or otherwise disposed of, as instructed by Provider, no later than the expiration of this Agreement.
11. Recipient shall meet with Provider's representatives to determine inventorship if an invention should arise from Recipient's work with the Material.
12. Confidentiality:
 - a. The Parties shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any other purpose than that given above without the written permission of the providing Party.

- b. Each Party shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
 - c. Confidential Information shall be excluded from confidentiality if the receiving Party can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of receiving Party; or (c) receiving Party receives the information from a third party having the right to the information and who does not impose confidentiality obligations on the receiving Party.
 - e. It shall not be a breach of this Agreement if the receiving Party is required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT the receiving Party shall provide prompt prior notice thereof to providing Party to enable that Party to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.
 - f. ARS employees are bound by 18 USC 1905, known as the Federal Trades Secret Act, not to disclose confidential and proprietary information disclosed to them in the conduct of their official duties.
13. If the Parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research agreement, must be negotiated and entered into between the Parties.
14. This Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of insert the term of the agreement - one (1) to five (5) years; provided, however, that the obligations assumed by a receiving Party, regarding the maintenance of confidentiality, under this Agreement shall remain in effect for two (2) years from the expiration of this Agreement.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE:

_____	Research Leader	_____
Typed Name	Title	Date

_____	Title of ARS Scientist	_____
Typed Name	Title	Date

ACCEPTED FOR INSTITUTION'S ACRONYM:

_____	Title of Company Representative	_____
Typed Name	Title	Date

APPROVED:

_____	Technology Transfer Coordinator	_____
	Title	Date

MTA/Exchange: October 2006