



### **Material Transfer Agreement**

In response to the \_\_\_\_\_ (hereinafter called Recipient) request for material [insert description] to be used for the purpose of \_\_\_\_\_, the U.S. Geological Survey, \_\_\_\_\_, (hereinafter called Provider) asks that the Recipient and the Recipient Scientist agree to the following terms before the Recipient receives the material:

The above material is the property of the Provider and is being made available as a service to the research community. The material is being transferred to the Provider for a period of 1 year, unless the term is extended by agreement of the parties.

The Recipient agrees that the Provider retains ownership of the material, including any material contained or incorporated in modifications, progeny, or unmodified derivatives. For purposes of this letter agreement, the following definitions apply:

1. *Material* includes any original material transferred by the Provider and its progeny and unmodified derivatives.
2. *Modification* in a biological situation means a change in a living organism acquired from its own activity or environment and not transferred to its descendants.
3. *Progeny* shall mean modified and unmodified descendants of the original material, such as a virus, cell from cell, or organism from organism.
4. *Unmodified derivatives* shall mean created substances which constitute an unmodified functional subunit or product expressed by the original material. Some examples include subclones of unmodified cell lines, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

The Recipient also agrees to the following:

1. This material is not for use in human subjects.
2. The material will be used internally and for the purpose of characterization of the liquid and the organism for viability as a commercial or pharmaceutical source.

3. The material will not be further distributed to others without the Provider's written consent. The Recipient shall refer any request for the material to the Provider. To the extent that supplies are available, the Provider agrees to make the material available, under a separate letter agreement, to other scientists for teaching or not-for-profit research purposes only.
4. That it will acknowledge the source of the material in any publications reporting use of it. The Recipient agrees to give the Provider an advance copy of any publicly planned article or document on the organism. The Provider has 15 days from receipt of such information to review and comment on the content of the publication.
5. That any material delivered pursuant to this letter 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 on any patent, copyright, trademark, or other proprietary rights. Unless prohibited by law, the Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage, or disposal of the material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.
6. That the material received will be used in compliance with all applicable statutes and regulations.
7. In the event that the Recipient desires to use or license the material or modifications for commercial purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with the Provider to establish the terms of a commercial license. The Recipient understands that the Provider shall have no obligation to grant such a license.
8. That at the termination of this letter agreement, the Recipient will discontinue its use of material, and will, upon direction of the Provider, return or destroy any remaining material.
9. That the material is being provided at no cost by the Provider.

The Provider, Recipient, and Recipient Scientist must sign both copies of this letter agreement and return one signed copy to the Provider. The Provider will then send the material.

### **Provider Information and Authorized Signature**

Provider:

Provider Organization:

Address:

Phone:

Name of Authorized Official:

Title of Authorized Official:

Certification of Authorized Official:

Signature of Provider's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**Recipient Information and Authorized Signature**

Recipient Scientist:

Recipient Organization:

Address:

Phone:

Recipient Organization:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

Certification of Recipient Scientist: I have read and understood the conditions outlined in this letter agreement, and I agree to abide by them in the receipt and use of the material.

\_\_\_\_\_  
Recipient Scientist

\_\_\_\_\_  
Date