Agreement for the Transfer of Materials

In response to RECIPIENT’s request for the MATERIAL,

|  |
| --- |
| ***list\_materials\_here***, |

the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS**.
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. Neither the MATERIAL nor Confidential Information will 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 supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it and/or against PROVIDER by third parties which may arise from the use, storage or disposal of the MATERIAL and shall indemnify and hold PROVIDER harmless for same, except that, to the extent permitted by law, to the extent that such damage is caused by the gross negligence or willful misconduct of the PROVIDER.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [INSERT]
9. Rocky Vista University shall own any and all PROVIDER pre-existing intellectual property and PROVIDER pre-existing know-how for which [INSERT SCIENTIST] is an inventor existing as of the Effective Date. RECIPIENT shall own any and all RECIPIENT pre-existing intellectual property and pre-existing know how for which [INSERT SCIENTIST] is an inventor existing as of Effective Date.
10. The MATERIAL and any analysis by PROVIDER involving the MATERIAL or a derivative thereof, or as used in the RESEARCH, is and shall remain the sole property of PROVIDER and PROVIDER shall retain ownership rights to any MATERIAL and analysis included in any Modifications, including, without limitation, any material produced or isolated, or any invention, discovery, development, method and process (whether or not patentable or copyrightable or otherwise legally protectable or constituting trade secrets) and any improvement to any of the foregoing, originated, discovered or reduced to practice by RECIPIENT in connection with RECIPIENT’S use of the MATERIAL and/or analysis and to those substances created through the use of the MATERIAL and/or analysis.
11. If RECIPIENT makes an invention, whether patentable or not, as a result of its use of MATERIALS, it will inform PROVIDER of such invention prior to filing any patent application. Inventorship shall be determined in accordance with U.S. patent law (if patentable).
12. Each party shall promptly disclose, in confidence, all Inventions involving the Research in any way derived from or associated with the MATERIAL and/or analysis to the other party.
13. In the case of joint Inventions that arise from the Research, MATERIAL and/or analysis, the parties agree to execute an inter-institutional agreement which shall include terms regarding the equal (50/50) sharing of patent costs, equal (50/50) sharing of licensing proceeds and terms regarding Invention management responsibilities, provided, however in no event shall RECIPIENT charge beyond a nominal fee for taking lead in management responsibility and/or securing commercialization, etc. for any joint Invention.
14. “Confidential Information” disclosed under this Agreement includes data, reports, interpretations, forecasts, plans, records, technical or other information relating to the MATERIAL or Research, together with any notes or other documents prepared by either party which reflect such information.
15. No party hereto shall use the name, insignia or symbols of the other party, its facilities or departments or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student to the other party for any purpose whatsoever without the other party’s prior written approval.
16. RECPIENT shall not acquire any intellectual property rights except the limited right to use and the rights set forth herein.
17. Each party hereto represents and warrants that the terms of this Agreement are not inconsistent with its other legal obligations or with the policies of the institution with which it is associated, including without limitation policies regarding the administration of grants and funded research and the ownership of intellectual property.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

PROVIDER Organization:  Rocky Vista University

|  |  |
| --- | --- |
| Address: | 8401 S. Chambers Rd., Parker, CO 80134 |
|  | 255 E. Center St., Ivins, UT, 84738 |

Name of Authorized Official: Amanda Brooks, abrooks@rvu.edu

Title of Authorized Official: Director of Research and Scholarly Activity

|  |  |  |  |
| --- | --- | --- | --- |
| INVESTIGATOR FOR PROVIDER: | ***first\_name*** | ***last\_name*** | ***email@sample.gov*** |

Certification of Authorized Official: This Simple Letter Agreement has [x]  / has not [ ]

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Authorized Official |  | Date |

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

RECIPIENT SCIENTIST:

|  |  |  |
| --- | --- | --- |
| ***first\_name*** | ***last\_name***  | ***email@sample.edu*** |
| [first name] | [last name] | [email address] |

RECIPIENTOrganization:

|  |
| --- |
| ***legal\_name\_of\_your\_institution\_or\_university*** |

Address:

|  |  |
| --- | --- |
| office: | ***office\_name,\_room\_or\_suite\_number*** |
| street: | ***street\_address*** |
| city/state: | ***city*** | ***state\_or\_province*** |
| zip/country: | ***zip\_code*** | ***country*** |

Name of Authorized Official:

|  |  |  |
| --- | --- | --- |
| ***first\_name*** | ***last\_name*** | ***email@sample.edu*** |
| [first name] | [last name] | [email address] |

Title of Authorized Official:

|  |
| --- |
| ***job\_title*** |
|  |  |  |
| Signature of Authorized Official |  | Date |

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| RECIPIENT SCIENTIST |  | Date |

Addendum

If checked the following Modification(s) apply:

**[x]  Modification 1.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

****[x]  Modification 2.****  This Agreement will terminate five (5) years from the date of the last Signature of Authorized Official unless RECIPIENT exercises an option to extend the agreement an additional 5 years beyond the termination date (an “Extension Option”) by notifying PROVIDER at least thirty (30) days prior to termination. PROVIDER grants RECIPIENT an initial Extension Option, and, if requested, subsequent Extension Option(s) will not be unreasonably withheld. Upon termination, RECIPIENT agrees to dispose of the MATERIAL in compliance with all applicable statutes and regulations.

****[x]**** ****Modification 3.**** Upon acceptance of materials RECIPIENT agrees to comply with human subjects regulations at 45 CFR Part 46, if applicable.

****[x]  Modification 4.**** This MATERIAL will be used by RECIPIENT SCIENTIST solely in connection with the following research project described with specificity as follows: [insert plan below or as attachment]

****[ ]  Modification 5.**** If email delivery is not acceptable, RECIPIENT requests the Agreement be printed, signed, and sent by mail.

****[x]  Modification 6.**** RECIPIENT requests that communication regarding this agreement be directed towards RECIPIENT CONTACT: [listed below]

|  |  |  |
| --- | --- | --- |
| ***first\_name*** | ***last\_name*** | ***email@sample.edu*** |
| [first name] | [last name] | [email address] |

****[ ]  Modification 7.**** RECIPIENT requests MATERIALS be delivered to:

|  |  |
| --- | --- |
| office: | ***office,\_suite\_or\_room\_number*** |
| street: | ***street\_address\_for\_delivery\_of\_materials*** |
| city: | ***city*** |
| state: | ***state\_or\_province*** |
| zip: | ***zip\_code\_(postal\_code)*** |
| country: | ***country*** |
| tel: | ***telephone\_number*** |
| courier: | ***preferred\_vendor\_for\_shipping\_(e.g.\_FedEx)*** |
| acct no. | ***shipping\_vendor\_acct\_no.\_(optional)*** |