OKLAHOMA STATE UNIVERSITY

**AGREEMENT FOR TRANSFER OF MATERIALS**

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| **MATERIAL:** [Enter description] |
| Amount(s): [How much per delivery] per delivery |
| Delivery Cadence: [one time, # of times, Monthly for X months, etc.] |

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| **PROVIDER (Organization providing the MATERIAL)** |

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| Organization: |  |
| Address: |  |
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| **RECIPIENT (Organization receiving the MATERIAL)** |

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| --- | --- |
| Organization: | OKLAHOMA STATE UNIVERSITY |
| Address: | [ORGANIZATION OFFICIAL ADDRESS] |

In response to the RECIPIENT's request for the MATERIAL identified above, 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. The PROVIDER retains sole ownership of the MATERIAL. The MATERIAL will be used for research and education purposes only. RECIPIENT shall own any data, results, materials, and intellectual property created by RECIPIENT through use of the Material. Any use of the MATERIAL, data, results, materials, or intellectual property resulting from research performed with or by RECIPIENT using the MATERIAL for commercial purposes shall require a separate agreement between RECIPIENT and PROVIDER setting forth the terms and conditions of such commercial use.

[OR ALTERNATE PARAGRAPH 2 IF COMMERCIAL USE IS PERMITTED:

The PROVIDER retains sole ownership of the MATERIAL. The MATERIAL may be used by RECIPIENT for any lawful purpose. RECIPIENT shall own any data, results, materials, and intellectual property created by RECIPIENT through use of the Material. RECIPIENT shall have the right, without restriction, to distribute the data, results, materials, or intellectual property created by the RECIPIENT through use of the MATERIAL as long as they do not contain or incorporate the MATERIAL.]

1. 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 supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate agreement, to other scientists (at least those at nonprofit organizations or government agencies) who wish to replicate the RECIPIENT SCIENTIST’s research.

[OR ALTERNATE PARAGRAPH 3 IF PROVIDER PERMITS OSU TO DISTRIBUTE MATERIAL DIRECTLY:

The RECIPIENT may make the MATERIAL available under a separate agreement to other scientists who wish to replicate the RECIPIENT SCIENTIST’s research. ]

1. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting results of its use.
2. 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. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. The 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 of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
3. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including, for example, export control regulations.
4. 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: $ .
5. The rights and obligations under this Agreement shall be personal to the parties and the same shall not be sold, assigned, or transferred, either voluntarily or by operation of law, without the express written consent of the non-assigning party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

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

**PROVIDER SCIENTIST**

Name:

Title:

Address:

Signature: Date:

**AUTHORIZED OFFICIAL for PROVIDER**

Name:

Title:

Address:

Signature: Date:

**RECIPIENT SCIENTISTS**

Name: [OSU SCIENTISTS NAME]

Title: [OSU SCIENTISTS TITLE]

Address: [OSU SCIENTISTS CAMPUS ADDRESS]

Signature: Date:

**AUTHORIZED OFFICIAL for RECIPIENT**

Name: Ron Van Den Bussche

Title: Sr. Associate Vice President for Research,

Address: Office of Technology Commercialization

 1201 S. Innovation Way Dr.

 Stillwater, OK 74074

Signature: Date: