**Biological Material Transfer Agreement**

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

This Agreement (“Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Recipient"), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and West Virginia University Research Corporation ("WVURC"), a nonprofit West Virginia corporation having its principal place of business at Chestnut Ridge Research Building, 886 Chestnut Ridge Road, PO Box 6224, Morgantown, WV 26506-6224, acting for and on behalf of West Virginia University.

Recipient understands and agrees that WVURC is an affiliated research corporation of West Virginia University, a statutorily authorized non-profit corporation established pursuant to W. Va. Code **§**18B-12-3 for the purpose of facilitating research and development grants and economic opportunities for West Virginia University and other West Virginia University affiliates.  As such, all or portions of the performance of this agreement may be carried out West Virginia University faculty, staff, students, and/or affiliates.

Recipient has requested (INSERT NAME AND/OR BRIEF DESCRIPTION OF MATERIAL) which may include specific know-how, techniques, and/or confidential information (“Material”) for the purpose of (INSERT PURPOSE) (“Research”).

1. Definitions
   1. Material: The description of the material being transferred in the above preamble of this agreement including original material and Unmodified Derivatives.
   2. Unmodified Derivatives: Substances created by Recipient which constitute an unmodified functional subunit of the original Material.
   3. Modifications: Substances created by the Recipient which contain/incorporate the Material but which are not Unmodified Derivatives.
   4. Commercial Purposes: The sale, lease, or other transfer of the Material or Modifications to another organization. Commercial Purposes shall also include uses of the Material or Modifications by any organization to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to an organization.
2. Terms and Conditions
   1. Recipient agrees to pay \_\_\_\_\_\_\_\_\_ in US Dollars to WVURC prior to shipment of Material.
   2. WVURC retains ownership of the Material, including any Material contained or incorporated in Modifications.
   3. The Recipient retains ownership of:
      1. Modifications, except that, WVURC retains ownership right to the Material included therein; or
      2. the substances created through the use of the Material or Modifications, but which are not Unmodified Derivatives or Modifications.
   4. Recipient shall use the Material only for academic research as outlined in Research and will not use Material for any commercial or production purposes. Further, Recipient shall not transfer any Material or Derivatives to any third party without the prior written approval of WVURC. Recipient shall use Material only at the Recipient’s facilities and only under accepted laboratory conditions in accord with any applicable governmental rules and regulations relating to the handling or use of such Material.
   5. The Recipient agrees to refer to WVURC any request for the Material from anyone other than those persons working on the Research.
   6. Recipient shall not use Material in human subjects, in clinical trials involving human subjects, or in diagnosing human subjects.
   7. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. WVURC makes no warranties to Recipient whatsoever regarding the Material transferred, expressed or implied, including warranties as to fitness of the Material for any particular purpose. WVURC makes no warranty that the Material transferred do not infringe patent or other intellectual property rights of others.
   8. Recipient represents that it is skilled in the handling, use, and evaluation of the Material and agrees to rely solely upon its own opinion with regard to the safety and suitability of the Material for any particular purpose and shall follow all applicable regulations regarding their transfer, storage, handling, use, and disposal, but to the extent permitted by applicable law, the Recipient’s total liability to WVURC for loss or damage of any kind, however caused, due to the Recipient’s negligence, breach of contract, breach of any law, in equity, under indemnities or otherwise, arising from or in any way related to this agreement, the Material or Derivatives is limited to $2,000.
   9. WVURC ensures that the Material provided under this agreement was collected or will be collected in accordance with the standard patient informed consent procedures of WVURC in effect at the time of collection and subject to approval or an exemption determination the WVURC Institutional Review Board (“IRB) or equivalent. Recipient may review the consent form used in collection of Material. The Material provided to Recipient will not be accompanied by personally identifiable patient information as identified in 5 USC § 522 or Protected Health Information (“PHI”) as defined in 45 CFR §164.501. However, if de-identified information (“Information”) is provided that could be used to identify an individual at a later time, Recipient hereby agrees to treat information as PHI or personally identifiable information, as applicable.
   10. The agreement will terminate on the latest of the following dates:
       1. on completion of the Recipient’s current research with the Material, estimated to be \_\_\_\_\_\_\_\_\_; or
       2. five (5) years from the effective date.
   11. Upon termination of the agreement or upon written request from WVURC, Recipient shall return or destroy all Material, any copies thereof, and any notes relating thereto.
   12. Recipient shall notify WVURC of any intent to reveal the Material or Derivatives in any publication or the intent to publish the results of Research performed and shall further acknowledge West Virginia University as the source of the Material in all publications.
   13. No rights are granted to Recipient by WVURC other than those explicitly provided herein. Agreement shall be for the sole purpose of transferring the Material covered under this agreement. It is understood that WVURC is under no obligation to provide any additional supplies of Material or enter into any further licensing, research, or development agreement with Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

(Recipient) West Virginia University Research Corporation

Signature: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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