



**AUSTIN COLLEGE**  
**MATERIAL TRANSFER AGREEMENT**

This Material Transfer Agreement (MTA ) has been adopted for use by the Biology Department of Austin College in all transfers of research material (“Research Material”).

Provider: Austin College Biology Department (Lance Barton)

Recipient: \_\_\_\_\_

1. Provider agrees to transfer to Recipient’s Investigator named above the following Research Material: \_\_\_\_\_

\_\_\_\_\_

2. This Research Material will only be used for research purposes by Recipient’s investigator in his/her laboratory, for the Research Project described below under suitable containment conditions. This Research Material will not be used for commercial purposes such as serving, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

3. This Research Material will be used by Recipient’s investigator solely in connection with the following research project (“Research Project”) described with specificity as follows (use an attachment page if necessary):

\_\_\_\_\_

4. Recipient agrees to report in a timely manner the results of the tests of the material to the provider and the Recipient may publish or otherwise publicly disclose the results of the Research Project. In all oral presentations or written publication concerning the Research Project, Recipient will acknowledge Provider’s contribution of this Research Material unless requested otherwise.

5. This Research Material represents a significant investment on the part of Provider, and is considered proprietary to Provider. Recipient’s investigator therefore agrees to retain control over this Research Material, and further agrees not to transfer the Research material to other people not under her or his direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes.

6. This Research Material is provided as a service to the research community. **IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply endorsement of the Research Project, the institution or personnel conducting the Research Project or any resulting commercial product (s). Unless prohibited by law from doing so, Recipient agrees to hold Austin College harmless for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

9. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

10. This MTA shall be governed by and interpreted in accordance with the laws of the State of Texas.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Recipient's Investigator and Title

Recipient's mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

Lance Barton, Associate Professor

\_\_\_\_\_  
Provider's Investigator and Title

Provider's mailing address: Austin College Biology Department

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