

MATERIALS TRANSFER AGREEMENT

1. The Parties to this agreement are **Full formal name of Provider** hereinafter “Provider,” having an address of **Provider’s complete mailing address here**, and **UT-Battelle, LLC**, hereinafter “UT-Battelle” which manages the Oak Ridge National Laboratory for the U. S. Department of Energy (DOE) pursuant to UT-Battelle’s Contract No. DE-AC05-00OR22725 with DOE, and having an address of **P. O. Box 2008, One Bethel Valley Road, Oak Ridge, Tennessee 37831**.
2. The “Material” that is covered by this Agreement includes **Note the description of Material to be received**, received by the Investigator, **Fill in UT-Battelle employee**, an employee of UT-Battelle, from Provider. The Material is considered proprietary to Provider which, in its sole discretion, is free to distribute identical or equivalent Material to others and to use it for its own purposes.
3. The Investigator or UT-Battelle shall not distribute or release the Material to any person other than laboratory personnel under the Investigator’s direct supervision and shall ensure that no one will be allowed to take or send Material to any other location without prior written permission from Provider. UT-Battelle shall, however, provide DOE access to said Material as required under said aforementioned Contract.
4. This Agreement and the resulting transfer of Material to UT-Battelle constitute a license whereby UT-Battelle may use the Material solely for internal research or other non-commercial purposes. Subject to the provisions of Paragraph 7, UT-Battelle agrees that nothing herein shall be deemed to grant to UT-Battelle any rights under any of Provider’s patents, nor any rights to use the Material for any products or processes for commercial purposes. The Material will not be used in research that is subject to consulting or licensing obligations to another institution or business entity unless prior written permission is obtained from Provider.
5. Subject to the provisions of Paragraph 7, UT-Battelle shall have no rights in the Material (as defined in Paragraph 2) other than as provided in this Agreement and, at the request of Provider upon expiration of this Agreement, UT-Battelle shall return all unused Material.
6. If UT-Battelle and the Investigator desire to publish or otherwise disclose information, such as research results relating to the Material, UT-Battelle will furnish Provider with a copy of any manuscript or abstract disclosing such information prior to submission of such information to a publisher or to any third party and, in any case, not less than thirty (30) days prior to any public disclosure, for the purpose of protecting or removing proprietary or intellectual property of Provider which might be contained in such information. If publication results from research using the Material, UT-Battelle agrees to acknowledge and/or give credit to Provider, as scientifically appropriate, based on any direct contribution Provider may make to the research as the source of the Material. Provider agrees that it will reference or acknowledge UT-Battelle’s publications as scientifically appropriate in its publications, which may refer to the data developed by the Investigator.
7. If the research involving the Material results in an invention or development which may be commercially useful, the Investigator will promptly disclose the invention or development to UT-Battelle’s Patent Counsel and notify the Patent Counsel of Provider’s role as a supplier of the Material used, as well as the role, if any, of any Provider personnel in creating the invention or development. UT-Battelle, in cooperation with the Investigator, will promptly furnish Provider with a copy of the disclosure, in confidence, for Provider’s non-commercial research and evaluation purposes only. In consideration of Provider’s supplying the Material, UT-Battelle, to the extent it is legally able to do so, hereby grants

Provider the first option to negotiate a nonexclusive license along with an agreement to negotiate in good faith for such additional rights as Provider may request, at a reasonable royalty to be negotiated in good faith based on the respective Parties' contributions and relevant industry standards, to commercially use the invention or development.

8. **THE MATERIAL IS EXPERIMENTAL IN NATURE AND IT IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT. ALL USES OF THE MATERIAL COVERED BY THIS AGREEMENT ARE AT THE RISK OF UT-BATTELLE AND PROVIDER IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THIS MATERIAL BY THE INVESTIGATOR OR UT-BATTELLE.**
9. If permitted by statutes, regulations or policies of, or applicable to DOE or to UT-Battelle under its Contract with DOE, UT-Battelle agrees to waive against Provider all claims and damages arising from the use, handling or storage of the Material by UT-Battelle and its employees.
10. UT-Battelle and its employees will use the Material in compliance with all applicable laws and government regulations.
11. This Agreement is not assignable, by operation of law or otherwise, without the prior written consent of an officer of Provider. However, Provider agrees that this Agreement may be assigned from UT-Battelle to DOE or its designee as a successor to UT-Battelle who is assuming responsibilities for the facilities managed by UT-Battelle with notice of such transfer to Provider.
12. This Agreement shall terminate three (3) years from the date of the last signature.