

**MATERIALS TRANSFER AGREEMENT
(Outgoing Noncommercial Research Only)**

1. The Parties to this Agreement are **Full formal name of Recipient**, (hereinafter “RECIPIENT”), having an address of **Recipient’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 (hereinafter “DOE”) pursuant to UT-Battelle’s Contract No. DE-AC05-00OR22725 with DOE, and which has an address of **P.O. Box 2008, One Bethel Valley Road, Oak Ridge, Tennessee 37830**.
2. The “Material” that is covered by this Agreement includes **Note the description of Material to be transferred** and any related biological material received by RECIPIENT from UT-BATTELLE and any substance replicated therefrom. RECIPIENT is hereby notified that the Material is owned by the DOE and is being provided to RECIPIENT under authority of the above noted Contract. UT-BATTELLE shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.
3. RECIPIENT shall not distribute or release the Material to others, and shall ensure that no one will be allowed to take or send this Material to any other location without prior written permission from UT-BATTELLE.
4. RECIPIENT acknowledges and agrees that Material transferred from UT-BATTELLE to RECIPIENT under this Agreement shall be used only for RECIPIENT’s non-commercial teaching and academic research purposes.
5. RECIPIENT shall have no rights in the Material (as defined in Paragraph 2) other than as provided in this Agreement. Upon the termination of this Agreement, RECIPIENT will return or otherwise dispose of all unused Material as directed by UT-BATTELLE and not produce any additional replications thereof.
6. **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. UT-BATTELLE 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 RECIPIENT AND UT-BATTELLE IS NOT RESPONSIBLE FOR ANY DIAGNOSES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THIS MATERIAL BY RECIPIENT. RECIPIENT AGREES THAT NEITHER THE MATERIAL NOR ANY BIOLOGICAL MATERIALS TREATED THEREWITH WILL BE USED IN HUMAN BEINGS.**
7. RECIPIENT agrees to waive against UT-BATTELLE and the U.S. Government all claims and damages arising from the use, handling or storage of the Material by RECIPIENT and its employees.

8. RECIPIENT agrees to indemnify UT-BATTELLE and the U.S. Government for all damages, costs, and expenses, including attorney's fees, arising from any personal injury or property damage occurring as a result of the use by RECIPIENT of the Material or any products derived therefrom under this Agreement.

9. RECIPIENT will use the Material in compliance with all applicable laws and government regulations. RECIPIENT acknowledges that the export of any of the Material from the United States or the disclosure of any of the Material to a foreign national may require some form of license from the U.S. Government. Failure to obtain any/all required export licenses by RECIPIENT may result in RECIPIENT subjecting itself to criminal liability under U.S. laws.

10. This Agreement is not assignable, by operation of law or otherwise, without the prior written consent of UT-BATTELLE. It is understood that this Agreement may be assigned by 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 Recipient.

11. This Agreement shall terminate one (1) year from the date of the last signature.

UT-BATTELLE, LLC

By: _____

Name: (Typed) _____ Commercialization Manager

Title: _____ Title

Date: _____

RECIPIENT NAME (Typed Recipient Name)

By: _____

Name: (Typed) _____

Title: _____

Date: _____