



MATERIAL TRANSFER AGREEMENT (MTA) - Material Out
BETWEEN
UNIVERSITY OF ALASKA FAIRBANKS
(COLLEGE/RESEARCH UNIT NAME)
(PROGRAM/DEPARTMENT NAME)
AND
(INSERT COUNTERPART/EXTERNAL AGENCY NAME)

This Material Transfer Agreement (Agreement) is between the University of Alaska Fairbanks ("PROVIDER"), located at (LOCATION), and the (University/Agency) ("RECIPIENT"), located at (LOCATION) for the transfer of material for research purposes as further defined below. PROVIDER and RECIPIENT may each be referred to as Party or collectively as Parties. This MTA will become effective on the date of the last signature below.

PROVIDER Investigator:

(UAF Principal Investigator/Point of Contact Name)

(Position Title)

(Research Program/Department Name)

University of Alaska Fairbanks

RECIPIENT Investigator:

(PI/Point of Contact Name)

(Position Title)

(Research Program/Department Name)

(University/Agency)

RECIPIENT and PROVIDER agree as follows:

PROVIDER will transfer to RECIPIENT the following:

To provide Recipient with <insert the amount and description of the specific material UAF will provide to Recipient>, and associated know-how, hereinafter collectively referred to as the Material.

The Material is released to the Recipient under the following conditions:

1. The Material shall only be used for: Describe the specific research purpose for which the material may be used.
2. Recipient shall not transfer the Material, in whole or in part, to a third party without the express written consent of UAF. Any third party requesting a sample shall be referred to UAF.
3. The Material shall remain the property of UAF and shall not be used for commercial or profit-making purposes without an appropriate license or other permission from UAF.
4. Recipient shall keep UAF informed of the results obtained through use of the Material, provide UAF with a copy of any manuscript that describes work with the Material prior to submission for publication, and acknowledge UAF's contribution to the work reported.
5. Recipient shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by UAF of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of UAF.
6. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service and/or the Center for Disease Control, pertaining to the possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
7. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Export Control Administration pertaining to the possession or transference of technology or technical information and the like.
8. Recipient shall assume sole responsibility for any claims or liabilities that may arise as a result of the Recipient's use of the Material.
9. UAF GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. Material shall be returned, destroyed, or otherwise disposed of, as instructed by UAF, no later than the expiration of this Agreement.
 - a. <Outline requirements for returning and or disposal of Materials.>
11. Recipient acknowledges that the Material may be the subject of a patent application or other intellectual property rights. Except as provided in this Agreement, no express or

implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider. In particular, no express or implied licenses or other rights are provided to use the Material.

- a. The Principal Investigator (PI) must indicate whether the material to be transferred has any associated Intellectual Property (IP) or if there is potential for IP development related to the material.

- ☐ No known IP is associated with the material.
- ☐ The material has existing IP protections (e.g., patents, licenses).
- ☐ There is potential for future IP development related to this material.

(If IP is indicated, the Office of Intellectual Property and Commercialization (OIPC) will contact the PI to discuss potential protections, licensing, or commercialization opportunities.)

<Please provide a description of what intellectual property is involved.>

12. If the research which involves the Material results in an invention which may be commercially useful, the Recipient will promptly disclose the invention in confidence to the Provider. It is agreed that should an invention or commercially useful product result from the transfer provided under this Agreement, any and all intellectual property rights and/or ownership rights of the invention or commercially useful product shall remain with the Provider, and that the provision of Material to Recipient under this Agreement does not grant any property rights or interests to Recipient.
13. The provisions of this Agreement are to be deemed severable, and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.
14. Confidentiality:
- a. Recipient shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given above without written permission from UAF.
 - b. Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event, not less than reasonable care under the circumstances.
 - c. The Confidential Information shall be excluded from confidentiality if Recipient can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c)

Recipient receives the information from a third party having the right to the information and who does not impose confidentiality.

- d. It shall not be a breach of this Agreement if Recipient is required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT Recipient shall provide prompt prior notice thereof to UAF to enable UAF to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.
15. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
16. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.
17. Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than **<enter # of>** calendar days prior to the desired termination date.
18. Recordkeeping and Documentation
 - a. Each party shall maintain a signed copy of this Material Transfer Agreement (MTA) for recordkeeping purposes. A copy of the fully executed MTA must be provided to the Office of Research Integrity (ORI), which will retain it as part of the university's official records.
19. Signatures:

This Material Transfer Agreement shall become effective upon the date of final signature and shall continue in effect for a period of **<insert the term of the agreement>**; provided, however, that the obligations assumed by Recipient, regarding the maintenance of confidentiality, under this Agreement shall remain in effect for two (2) years from the expiration of this Agreement.

I have read and understood the terms and conditions of this MTA, and I agree to abide by them when receiving and using the material.

Signatures:

Requested by:

PROVIDER

RECIPIENT

(UAF PI/Point of Contact Name) (Date)
(Position Title)
(Research Program/Department Name)
University of Alaska Fairbanks

(Counterpart PI/Point of Contact Name) (Date)
(Position Title)
(Research Program/Department Name)
(University/Agency)

Reviewed by:

(Director of Research Unit Name) (Date)
(Position Title)
(Research Program/Department Name)
University of Alaska Fairbanks

(Counterpart Director of Research Unit Name) (Date)
(Position Title)
(Research Program/Department Name)
(University/Agency)

Approved by:

Dr. Laura Conner (Date)
Interim Vice Chancellor for Research
University of Alaska Fairbanks

(Counterpart VCR) (Date)
Title
(Counterpart University/Agency)