

**MATERIAL TRANSFER AGREEMENT – NON-PROFIT ORGANIZATION**

Agreement Number \_\_\_\_\_

This Agreement (“AGREEMENT”), effective as of \_\_\_\_\_ (“Effective Date”), is made by and between Cornell University (“CORNELL”), as represented by the Center for Technology Licensing (“CTL”) at Cornell University, located at 395 Pine Tree Road, Suite 310, Ithaca, NY 14850, and \_\_\_\_\_ (“RECIPIENT”) located at \_\_\_\_\_ on behalf of Dr. \_\_\_\_\_ (“RECIPIENT SCIENTIST”).

The inventions described in CORNELL docket number \_\_\_\_\_ and titled “\_\_\_\_\_”

were made in the course of research at CORNELL by Dr. \_\_\_\_\_ and associates (hereinafter and collectively, the “PROVIDER”). Certain MATERIAL, as listed in Appendix A, is/are the physical embodiment(s) of the inventions and is/are the property of CORNELL; and Cornell is making the MATERIAL available to non-profit organizations at their request for research as a service to the research community.

CORNELL requires that the RECIPIENT and RECIPIENT SCIENTIST agree to the terms and conditions of this AGREEMENT, before receipt of the MATERIAL, as follows:

1. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
2. This AGREEMENT and the resulting transfer of MATERIAL constitute a license to use the MATERIAL solely for research and not-for-profit purposes and RECIPIENT hereby (i) represents that it is a non-profit organization and (ii) agrees that MATERIAL will not be used in research that is subject to consulting or licensing obligations to another institution, corporation or business entity unless written permission is obtained from CORNELL.
3. RECIPIENT agrees that nothing herein shall be deemed a grant under any existing or future CORNELL patents nor any rights to use the MATERIAL, including progeny and derivatives thereof, for any products or processes for profit-making or commercial purposes. No product incorporating the MATERIAL, including progeny and derivatives thereof, nor their use in any process, shall be commercialized without a license from CORNELL.
4. The MATERIAL, including any progeny or derivatives thereof, will not be further distributed to others without CORNELL’s written consent, and the RECIPIENT shall refer any request for the MATERIAL to CORNELL.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting its use.
6. Any MATERIAL delivered pursuant to this AGREEMENT is understood to be experimental in nature and may have hazardous properties. CORNELL MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, the RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. The RECIPIENT agrees to reimburse CORNELL (Write out the exact amount) \_\_\_\_\_ US Dollars (US\$ \_\_\_\_\_) for the costs of producing and handling the MATERIAL, within thirty (30) days of the Effective Date, citing the Agreement Number above. In addition, the RECIPIENT shall pay directly for shipping of the MATERIAL.
9. The PROVIDER will ship the MATERIAL to the RECIPIENT SCIENTIST within thirty (30) days after receipt by CTL of the payment described in Paragraph 8.

10. Payments to CORNELL:

*Regardless of payment method, please cite the Agreement Number as noted at the top of page 1.*

**Make check payable to:** "Cornell University"  
**Remit check to:** Center for Technology Licensing at Cornell University  
P.O. Box 6899  
Ithaca, NY 14851-6899

**Or make electronic payment to:** Tompkins Trust Co.  
P.O. 460  
Ithaca, NY 14850  
Acct: 0111000065  
ABA: 021302648  
SWIFT code: TMPKUS33

For electronic payments, an email copy of the transaction receipt should be sent to [ctl-contracts@cornell.edu](mailto:ctl-contracts@cornell.edu). The RECIPIENT is responsible for any and all bank charges.

CORNELL, the RECIPIENT, and the RECIPIENT SCIENTIST agree that this AGREEMENT may be executed by electronic signatures or by facsimile and in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**PROVIDER**

Signature of Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title of Authorized Officer: \_\_\_\_\_

**RECIPIENT**

Signature of Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title of Authorized Officer: \_\_\_\_\_

(Please print this document, sign the paper copy on the line below, and return the signed document to the address, fax number, or email address listed below. Both RECIPIENT ORGANIZATION and RECIPIENT SCIENTIST signatures are required.)

**Acknowledge by RECIPIENT SCIENTIST:** \_\_\_\_\_ Date: \_\_\_\_\_

I have read and understood the conditions outlined in the AGREEMENT and I agree to abide by them in the receipt and use of the MATERIAL.

(Please print this document, including Appendix A, sign and fill in the proper information in the paper copy on the lines/spaces provided above, and return the signed document to the address, fax number, or email address listed below. Both RECIPIENT ORGANIZATION and RECIPIENT SCIENTIST signatures are required.)

**NOTE:** Any request by the RECIPIENT to modify or negotiate any portion of this AGREEMENT shall incur a service fee of One Thousand US Dollars (US\$1,000) payable by the RECIPIENT to CTL, in addition to the payment noted in Article 8 above.

APPENDIX A  
(List and descriptions of items in MATERIAL)