



**NEW MEXICO CONSORTIUM (NMC)  
MATERIAL TRANSFER AGREEMENT:  
For Obtaining Research or Testing Material from NMC**

This Material Transfer Agreement (“**MTA**”) has been adopted for use by NMC specifically for transferring research and testing material (**MATERIAL**) to its collaborators.

Definitions:

**DONOR:** New Mexico Consortium, 4200 West Jemez Rd, Suite 200, Los Alamos, NM 87544

**RECIPIENT:**

In response to the **RECIPIENT’S** request for the following **MATERIAL**: (describe with specificity: e.g., strain name and material type, etc.)

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(Hereinafter referred to as **MATERIAL**).

**NMC** asks that the **RECIPIENT** agrees to the following before the **RECIPIENT** receives the **MATERIAL**.

This **MATERIAL** will be used by **RECIPIENT** solely in connection with the following **PROJECT** (“**PROJECT**”) described with specificity as follows:

Title/Use	
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1. The above **MATERIAL** is the property of the **DONOR** and is made available through the **DONOR** to the **RECIPIENT**.
2. **DONOR** retains tangible ownership of the **MATERIAL**.
3. The **MATERIAL** will only be used for purposes by **RECIPIENT’S** investigator in his/her facility, for the **PROJECT** described below, under suitable containment conditions.
4. **RECIPIENT** agrees to comply with all Federal rules and regulations applicable to the **PROJECT** and the handling of the **MATERIAL**.
5. The **MATERIAL** obtained from the **DONOR** by **RECIPIENT** will not be further distributed to others. **RECIPIENT’S** investigator agrees to retain control over this **MATERIAL** and agrees not to transfer the **MATERIAL** or any part thereof to other

individuals not under her or his direct supervision. The **RECIPIENT** shall refer any outside request for the **MATERIAL** to **DONOR**.

6. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the **MATERIAL**. **RECIPIENT'S** Scientist agrees to provide appropriate acknowledgment of the source of the **MATERIAL** in all publications.
7. Any **MATERIAL** delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. **THE DONOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED 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, **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**.
8. Except as expressly provided in this Agreement, no rights are provided to **RECIPIENT** under any patents, patent applications, trade secrets or other proprietary rights of **PROVIDER**. In particular, no rights are provided to use the **MATERIAL** and any related patents of **PROVIDER** for profit-making or commercial purposes, such as sale of the **MATERIAL**, use in manufacturing, and provision of a service to a third party in exchange for consideration (not including sponsored research activities).
9. The undersigned **RECIPIENT** and **DONOR** expressly certify and affirm that the contents of any statements made herein are truthful and accurate.
10. This **MTA** shall be construed in accordance with law as applied by the courts in the State of New Mexico , United States of America.
11.
  - (a) This Agreement will terminate on the earliest of the following dates: (1) when the **MATERIAL** becomes generally available from third parties, for example, through reagent catalogs or from public depositories, or (2) on completion of **RECIPIENT'S** current research with the **MATERIAL**, or (3) on thirty (30) days written notice by either party to the other, or (4) three (3) years after the date of the last of the signatories to sign this Agreement. Paragraphs 7 and 8 shall survive termination.
  - (b) If termination should occur under 11 (a)(1), **RECIPIENT** shall be bound to the **PROVIDER** by the least restrictive terms applicable to **MATERIAL** obtained from the then-available sources.
  - (c) Except as provided in 11 (d) below, on termination of this Agreement under 11 (a)(2), (3), or (4) above, **RECIPIENT** will discontinue its use of the **MATERIAL**

and will, upon direction of **PROVIDER**, return or destroy any remaining **MATERIAL**.

- (d) In the event **PROVIDER** terminates this Agreement under 11 (a)(3) other than for breach of this Agreement or with cause such as an imminent health risk or patent infringement, **PROVIDER** will defer the effective date of termination for a period of up to one year, upon request from **RECIPIENT** to permit completion of research in progress.

**SIGNATURES BEGIN HERE:**

**RECIPIENT’S INFORMATION:**

\_\_\_\_\_  
Date                      **RECIPIENT’S** Investigator and Title

\_\_\_\_\_  
Date                      Authorized Signature for **RECIPIENT** and Title

Print or Type **RECIPIENT’S** Authorized Official’s Name and Mailing Address:  
**(Required)**

**PROVIDER: New Mexico Consortium,  
4200 West Jemez Road, Suite # 200  
Los Alamos, NM 87544, USA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date                      Steven J Buelow, CEO