Thank you for downloading this Material Transfer Agreement (MTA) from UW TechTransfer Invention Licensing. To process your request, please follow the steps below. If you have any questions about this process, please send an email to mta-group@u.washington.edu and someone will respond to your inquiry.

1. Complete the MTA below with the following specific information (look for blue typeface):
   a. Insert a description about the Material you are requesting. This should include names and quantities (first section).
   b. Provide the Recipient name and address (preamble)
   c. Provide the name of the UW Investigator/lab (in section 7) whose material you are requesting, as well as Recipient investigator name (in section 8)

2. Print two (2) copies of this Agreement.

3. Obtain the appropriate signatures:
   a. The Recipient Investigator; and
   b. The Recipient Authorized Representative

4. Mail both copies to:
   Agreements Group
   UW TechTransfer Invention Licensing
   4311 11th Avenue N.E., Suite 500
   Seattle, Washington 98105-4608

   The Materials will be shipped to you as soon as possible and subject to availability. (Please note that you may require a different form based on the material you are requesting or the affiliations of the researchers who provided the materials. If that is the case, we will contact you and provide you with the appropriate form.)

5. Additional contact/shipping information (required):
   a. E-mail address: ____________________________
   b. Shipping Method (check one):
      World Courier
      BAX Global
      UPS
      FedEx
      Other (please specify) ___________
   c. Shipping Account Number: ____________________________
Please include your name, contact information and shipping information along with the name of the UW contact that you have been in touch with regarding the Agreement in your cover letter. **Please note that in order to process the request, the above information is required.**
Outgoing Materials Transfer Agreement (Not-for-profit Institutions)

The University of Washington, acting through UW TechTransfer Invention Licensing, a public institution of higher education and agency of the state of Washington, with administrative offices at 4311 - 11th Ave NE, Suite 500, Seattle, WA 98105-4608 (“Provider”) will provide to the (insert Recipient Institution name here) (“Recipient”), with administrative offices at (insert address here) the (insert the name of material) including any progeny and unmodified derivatives (“Material”). The Material is available to Recipient on non-exclusive basis. The terms are as follows:

1. Recipient agrees to utilize the Material solely for the purpose of academic research and will not distribute the Material to any person external to the Recipient without the prior written permission of the Provider.

2. THE MATERIAL DELIVERED HEREBY IS EXPERIMENTAL IN NATURE. THE PROVIDER MAKES NO WARRANTIES, REPRESENTATION, OR UNDERTAKING WITH RESPECT TO THE UTILITY, EFFICACY, NONTOXICITY, SAFETY, OR APPROPRIATENESS OF USING THE MATERIAL. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

3. None of the Material provided may be used for any commercial development directly or indirectly unless a license granting same is executed between the Provider and Recipient through UW TechTransfer Invention Licensing. Recipient agrees not to sell or otherwise transfer the Material, or any other material that could not have been made but for the Material, to any other party, whether with or without consideration, for any purpose or use.

4. The Material provided will not be used on any human subjects and in so far as it is administered to animals, no animal to which the Material is administered, or animal products derived therefrom, will be used for food, therapeutic or diagnostic purposes, or kept as a domestic pet or livestock. Any cells which are treated with the Material will not be used for therapeutic or diagnostic purposes.

5. Recipient will use the Material in compliance with all laws, governmental regulations, and guidelines that may be applicable to the Material, including, without limitation, export laws, current NIH guidelines, and any regulations or guidelines pertaining to research with recombinant DNA. Recipient agrees to abide by all U.S. export laws and regulations. Accordingly, Recipient is solely responsible for securing any necessary permission or license.

6. Recipient agrees that any person with the Recipient utilizing the Material will be advised of, and is subject to, the conditions in this Agreement (“Agreement”).

7. The Provider scientific contact shall be: (insert name here)
8. The Recipient scientific contact shall be: (insert name here)

9. To the extent allowed by law, Recipient assumes all liability for damages that may arise from its use, storage, or disposal of the Material, and will indemnify, defend, and hold harmless Provider and its employees, students, and agents from any loss, claim, damage, or liability of any kind that may arise from or in connection with this Agreement or the use and handling of the Material. In no case will Provider or its employees, students, or agents be liable for any claim, loss, or demand made by Recipient, or made against Recipient by any other party, including any incidental, special, or consequential damages resulting from the use or handling of the Material.

10. Articles 2 (Warranty) and 9 (Indemnification) and other provisions which by their context would survive, shall survive the termination of this Agreement.

11. The term of this Agreement shall commence on the last date of signature and shall continue until completion of research or for a period of seven (7) years, whichever comes first. Upon expiration of this Agreement, Recipient agrees to provide to Provider a written statement warranting that all samples of Material have been destroyed.

12. This Agreement and all rights and obligations hereunder will not be assigned, licensed, sub-licensed, mortgaged, pledged, or otherwise transferred, encumbered, or disposed of, including by operation of law, in whole or in part, by either party unless agreed to in writing by an authorized representative of both parties. This Agreement will be binding upon any such permitted assigns.

13. Recipient shall not use the name of Provider in any public announcements, publicity, or advertising with respect to the subject matter of this Agreement without the prior written approval of Provider.

If the foregoing terms are acceptable, please have a representative of the Recipient sign in the space indicated for signature. Please return two signed copies of this Agreement to UW TechTransfer Invention Licensing, University of Washington, 4311 - 11th Ave NE, Suite 500, Seattle, WA 98105-4608.
This Agreement may be executed by facsimile or duplicate originals. This Agreement may be executed in several counterparts, all of which taken together will constitute effective execution.

The undersigned agrees with and accepts the foregoing:

Recipient:

------------------------------------------
Signature of Authorized Representative   Signature of Recipient Investigator
------------------------------------------
Print/Type Name                                Print/Type Name
------------------------------------------
Title                                      Date
Phone: (insert phone #)                     Phone: (insert phone #)
Fax:  (insert fax #)                         Fax:  (insert fax #)
E-mail: (insert e-mail)                     E-mail: (insert e-mail)

University of Washington:

UW TechTransfer Invention Licensing
University of Washington
4311 - 11th Ave NE, Suite 500
Seattle, WA  98105-4608
P:  206/543-3970
F:  206/685-4767

Date