**Department of Veterans Affairs**

**MATERIAL TRANSFER AGREEMENT**

This Material Transfer Agreement ("MTA") has been adopted for use by the Department of Veterans Affairs (“VA”), in all transfers of research material ("Research Material") whether VAis identified as a Provideror Recipient. This MTA is entered into under the authority of the Federal Technology Transfer Act of 1986, 15 U.S.C. § 3710a and shall be effective on the date of the last signature of the parties (“Effective Date”).

**Provider**:

\_\_\_\_\_\_\_\_\_

**Recipient**:

\_\_\_\_\_\_\_

1. Provider agrees to transfer to Recipient's Investigator named below the following Research Material:

\_\_\_\_\_\_\_

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research Material will only be used for teaching and not for profit research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. **This Research Material will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required.** Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

2(a). Were Research Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?

[ ] Yes (Please provide Assurance Number:\_\_\_\_\_\_\_\_\_\_)

[ ] No

[ ] Not Applicable (Materials not collected from humans)

3. This Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

\_\_\_\_\_\_\_\_\_

4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Research Material that is stamped "CONFIDENTIAL," except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation or any information that is independently developed by Recipient without reliance on the Confidential Information received hereunder as evidenced by contemporaneous written records. Any oral disclosures from Provider to Recipient shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project. However, if Provider has provided CONFIDENTIAL information to Recipient such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when there is a shortened time period under court order or the Freedom of Information Act.

5. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. When Provider is the VA: Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s).

8. When Recipient is the VA: VA shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. VA is not authorized to promise rights in advance for inventions developed under this MTA. Provider acquires no intellectual property rights under this MTA, but may apply for license rights to any patentable invention that might result from this Research Project.

9. Neither party will use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party.

10. Indemnification: Neither Provider nor Recipient provides for any indemnification under this MTA.

11. VA’s Liability: The liability, if any, of the United States for damage to or loss of property, or personal injury, or death shall be governed exclusively by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680.

12. Term: This MTA expires three (3) years after the Effective Date. A written amendment executed by both parties may extend the expiration date of this MTA.

13. Termination: Recipient and Provider may terminate this MTA at any time by mutual written consent. Either Recipient or Provider may unilaterally terminate this MTA at any time for any reason by providing written notice to the other party at least sixty (60) days before the desired termination date in accordance with paragraph 15 of this MTA.

14. Disposition of Research Material: Recipient shall, at Provider’s written option, destroy or return any unused Research Material to Provider within thirty (30) days of termination or expiration of this MTA. If Recipient is to destroy the Research Material, then Recipient shall provide written confirmation of such destruction to Provider, if so requested.

15. Notices: All notices shall be in writing and signed by an authorized representative of the notifying party. Parties shall send notices by secured electronic mail with read receipt requested. Notices sent via registered or certified mail by U.S. Postal Service with return receipt, by an express/overnight commercial delivery service, with delivery prepaid are permitted if notice via electronic mail is not an acceptable form of notice for the Provider or Recipient. Notices shall be properly addressed to the other party at the addresses provided below or to any other address designated in writing by the other party.

For VA:

[LIST APPLICABLE VAMC POC name/title/mailing address and e-mail address/ contact information]

For [LIST other entity/company name]:

 [LIST APPLICABLE entity’s POC name/title/mailing address and e-mail address/contact information]

16. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

17. This MTA shall be construed in accordance with United States Federal law as applied by the Federal courts in the District of Columbia.

18. This MTA may be executed in one or more counterparts, each of which will be deemed to be an original document. All such separate counterparts will constitute only one and the same MTA. The parties agree that copies of signatures (e.g. PDF or facsimile) have the same effect as original signatures.

***Signature Page Follows***

**Recipient: [LIST name of Recipient]**

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|  |  |
| --- | --- |
| Click here to enter text. | Click here to enter text. |
| Date  | Authorized Signature for Recipient and Title |

Recipient's Official Mailing Address:

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

**Recipient’s Investigator:**

While not a party to this MTA, I have read and acknowledge this agreement made and entered into by the parties, and I agree to abide by the terms therein:

|  |  |
| --- | --- |
|  |  |
| Date  | Recipient's Investigator and Title |

**Provider: [LIST name of Provider]**

|  |  |
| --- | --- |
| Click here to enter text. | Click here to enter text. |
| Date  | Authorized Signature for Provider and Title |

Provider's Official and Mailing Address:

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

**Provider’s Investigator:**

While not a party to this MTA, I have read and acknowledge this agreement made and entered into by the parties, and I agree to abide by the terms therein:

|  |  |
| --- | --- |
| Click here to enter text. |  |
| Date  | Provider's Investigator and Title |