

Material Transfer Agreement Related to Docket SXX-YYY

This Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (“Stanford”), an institution of higher education having corporate powers under the laws of the State of California, and COMPANY INC. (“Company”), a corporation having a principal place of business at _____, is effective on the ____ day of _____ 20____ (“Effective Date”).

_____ (“Principal Investigator”) of Stanford developed _____ (“Materials”) as described in _____ (publication and/or docket title). Principal Investigator will make available Materials to Company for internal research/evaluation purposes only (“Purpose”). STANFORD has/has not filed a patent application covering inventions relating to the Materials. The parties hereby agree as follows:

1. GRANT AND TRANSFER

- 1.1 **Grant.** Subject to the terms and conditions of this Agreement, Stanford grants Company the nonexclusive right to use the Materials related to Stanford Docket SXX-YYY for the Purpose only and Principal Investigator will make the Materials available to Company. At the end of the Term specified in Section 2.6, Company will either enter into good faith negotiations with Stanford for a commercial license should one still be available at that time, or else return or destroy the Material within thirty (30) days.
- 1.2 **No Other Right or License.** Notwithstanding Section 1.1, this Agreement does not constitute, grant nor confer any license under any patents or proprietary interests of one party to the other. Stanford has no obligation to grant a commercial license to Company.
- 1.3 **Ownership.** Stanford explicitly retains ownership of the Materials. Stanford retains all rights to distribute the Materials to other commercial or non-commercial entities. This Agreement in no way alters any rights the U.S. Government may have.

2. COMPANY USE OF STANFORD MATERIALS

- 2.1 **Restrictions on Use.** Company will use the Materials only for the Purpose. Company will not use the Materials or any derivatives in humans.
- 2.2 **No Further Transfer.** Company will not transfer the Materials to any third party without prior written consent from Stanford.
- 2.3 **Commercialization.** Company agrees to negotiate in good faith a license with Stanford before making any profit-making or commercial use of any product or process derived from Materials or described in Stanford Docket SXX-YYY. Stanford has no obligation to grant a license to Company, and may grant exclusive or nonexclusive licenses to others who may be investigating uses of the Materials.
- 2.4 **Compliance with Law.** Company’s use of the Materials will be in compliance with all applicable laws and regulations.

2.5 **Transfer Fee.** Company will reimburse Stanford in the amount of _____ for the costs of providing and shipping the Materials.

2.6 **Term.** Company will have 3 months from the Effective Date to use/evaluate the Materials.

3. PUBLICITY

Neither party will use the name or trademark of the other party in any publicity, advertising or announcement related to this Agreement without the prior written consent of the other party.

4. GENERAL PROVISIONS

4.1 **No Warranties.** The Materials are experimental in nature and are provided by Stanford AS IS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4.2 **Liability.** In no event shall Stanford be liable for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with this Agreement or Company's use, handling, or storage of the Materials. Company agrees to defend, indemnify and hold Stanford harmless from any third-party claim, liability, loss, or damage which may arise as a result of claims, demands, costs or judgments against Stanford arising out of the use, handling or storage of the Materials by Company.

4.3 **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, in which case Company will discontinue within thirty (30) days use of the Materials and related information. Company agrees, upon Stanford's direction, to return or destroy the Materials. Articles 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 3, 4.1, and 4.2 will survive the termination or expiration of this Agreement.

4.4 **All Notices.** All notices under this Agreement are deemed fully given when written, addressed, and sent as follows:

All general notices to Company are mailed or emailed to:

Name _____

Address _____

Email _____

All general notices to Stanford are e-mailed or mailed to:

Office of Technology Licensing
3000 El Camino Real
Building 5, Suite 300
Palo Alto, CA 94306-2100
info@otlmail.stanford.edu

4.5 **Severability.** If any paragraph, term, condition or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the substantive laws of the State of California, then

the paragraph, term, condition or provision so found shall be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions shall remain in full force and effect.

4.6 **Integration.** This Agreement, including the attached Exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Agreement of the parties with respect to the subject matter hereof, and may not be altered or amended except in writing, signed by an authorized representative of each party.

4.7 **Headings.** No headings in this Agreement affect its interpretation.

4.8 **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The duly authorized party representatives execute this Agreement.

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR
UNIVERSITY

COMPANY

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

I acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities under this Agreement.

PRINCIPAL INVESTIGATOR

Signature:

Name:

Title:

Date: