

**U. S. Department of Agriculture
Animal and Plant Health Inspection Service**

MATERIAL TRANSFER AGREEMENT

PARTIES:

APHIS: USDA, APHIS, VS,
 Center for Veterinary Biologics
 1920 Dayton Avenue
 Ames, Iowa
 Tel: (515) 337-6100
 FAX:
 E-Mail: Joseph.R.Hermann@APHIS.USDA.GOV

Recipient:

Recipient's Scientist: Name:
 Tel:
 FAX:
 E-mail:

PURPOSE:

To provide Recipient with

and associated know how, hereinafter collectively referred to as the Material.

The Material is released to Recipient under the following conditions:

1. The Material shall only be used for: Development of veterinary biological products, including the reagents needed for testing them.
2. Recipient shall not transfer the Material, in whole or in part, to a third party without the express written consent of APHIS. Any third party requesting a sample shall be referred to APHIS.
3. The Material shall remain the property of APHIS and shall not be used for commercial or profit making purposes without an appropriate license or other permission from APHIS.

4. Recipient shall keep APHIS informed of the results obtained through use of the Material, provide APHIS with a copy of any manuscript that describes work with the Material prior to submission for publication, and acknowledge APHIS's contribution to the work reported.
5. Recipient shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by APHIS of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of APHIS.
6. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
7. Recipient shall assume sole responsibility for any claims or liabilities that may arise as a result of the Recipient's use of the Material.
8. APHIS GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Material shall be returned, destroyed, or otherwise disposed of, as instructed by APHIS, no later than the expiration of this Agreement.
10. Recipient shall meet with U.S. Department of Agriculture representatives to determine inventorship if an invention is made in the performance of work with the Material. With respect to any invention of the Recipient made in the performance of work with the Material, APHIS shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the invention throughout the world.
11. Confidentiality:
 - a. Recipient shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given above without written permission from APHIS.
 - b. Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.

- c. The Confidential Information shall be excluded from confidentiality if Recipient can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives the information from a third party having the right to the information and who does not impose confidentiality.
 - d. It shall not be a breach of this Agreement if Recipient is required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT Recipient shall provide prompt prior notice thereof to APHIS to enable APHIS to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.
12. If the Parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research Agreement, must be negotiated and entered into between the Parties.
13. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of 5 years; provided, however, that the obligations assumed by Recipient, regarding the maintenance of confidentiality, under this Agreement shall remain in effect for two (2) years from the expiration of this Agreement.

ACCEPTED FOR THE ANIMAL AND PLANT HEALTH INSPECTION SERVICE:

Title Date

Title Date

ACCEPTED FOR THE RECIPIENT:

Title Date

APPROVED:

Title Date

MTA/OUT: October 2006