NIU
MATERIALS TRANSFER AGREEMENT

THIS AGREEMENT, effective as of ____________________, is made between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," with principal offices at DeKalb, Illinois 60115, and ____________________________ , hereinafter called the "RECIPIENT," with principal offices at _______________________________.

UNIVERSITY SCIENTIST: Name
Department

RECIPIENT SCIENTIST: Name
Affiliation

Research Materials:

{Name  specific material and attach details (ie structures, reference) if appropriate}

The original Research Materials described above and any progeny, unmodified derivatives, any part of the foregoing incorporated in modifications and in other substances created by RECIPIENT through use of the Research Materials, and any information related thereto (e.g., nucleic acid sequences, amino acid sequences, protein structure information, etc.) are the property of UNIVERSITY.

RECIPIENT'S Research Project:

(General description of proposed research project)

1. Purpose of Transfer and Restrictions UNIVERSITY agrees to permit RECIPIENT’s SCIENTIST to use Research Materials solely for the purposes of scientific research to perform the Research Project at RECIPIENT’S institutional facilities only and only under the direction of RECIPIENT’s SCIENTIST, and not for any other purposes whatsoever, including but not limited to commercial purposes, or use in research or consulting for a for-profit entity under which that entity obtains rights to research results, without the prior written consent of UNIVERSITY. RECIPIENT agrees not to transfer the Research Materials to anyone who is not employed at RECIPIENT’S facilities without the prior written consent of UNIVERSITY. RECIPIENT agrees to the limitations on use of Research Materials. No other right or license to the Research Materials is granted or implied as a result of the transfer of the Research Materials to RECIPIENT. RECIPIENT will not reverse engineer or conduct any analysis of Material to determine its chemical structure, composition or chemical properties. RECIPIENT retains ownership of: (a) modifications (except that, UNIVERSITY retains ownership rights to the Research Materials included therein), and (b) those substances created through the use of the Research Materials or modifications, but which are not progeny, unmodified derivatives or modifications (i.e., do not contain the original Research Materials, progeny, unmodified derivatives). If either 1(a) or 1(b) results from the collaborative efforts of UNIVERSITY and RECIPIENT, joint ownership may be negotiated. The two preceding sentences shall survive termination of this Agreement.

2. Indemnity To the extent permitted by applicable law, RECIPIENT agrees to indemnify, hold harmless, and defend UNIVERSITY and its officers, employees, students, and
agents, whether current or former, against any and all claims or liabilities, including court costs and attorneys’ fees, arising out of RECIPIENT’s use of Research Materials.

3. **Reports** RECIPIENT shall provide to UNIVERSITY within one (1) year of the date of the transfer of Research Materials pursuant to this Agreement, and on each anniversary thereof, a summary report of research results obtained through use of these materials. RECIPIENT shall provide to UNIVERSITY a final report within three (3) months of the conclusion of its research with the Research Materials which report shall state the research results obtained through the use of the Research Materials, and further indicate the disposition of the Research Materials.

4. **Representations and Warranties** Any Research Materials delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES UNIVERSITY WARRANT THAT THE USE OF THE RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

5. **Publications** Any manuscripts or publications prepared by RECIPIENT and relating to the Research Materials shall be provided to UNIVERSITY prior to submission for publication. If RECIPIENT has not heard from UNIVERSITY within 30 days of receipt of the publication, it will be assumed UNIVERSITY is satisfied with the content of the text and publication will continue. RECIPIENT agrees that RECIPIENT and/or RECIPIENT’s Scientist will provide appropriate acknowledgment of the source of the Research Materials in all publications.

6. **Compliance** RECIPIENT expressly agrees that its use of Research Materials shall be in compliance with all applicable federal, state and local laws and regulations, including those relating to ethical treatment of animals. No animals receiving the Research Materials in the research project (nor animal products derived there from) will be used for food purposes. The Research Materials will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the UNIVERSITY.

7. **Assignment** This Agreement may not be assigned or otherwise transferred to any third party without the prior written consent of the UNIVERSITY.

8. **Termination** This Agreement shall expire one (1) year after the Effective Date unless terminated earlier by either party. Either party may terminate this Agreement with or without cause on thirty (30) days written notice. The original research materials and any progeny or derivatives must be returned to UNIVERSITY at the address set forth in paragraph 9 below, or destroyed, before the earlier of the effective termination date of this Agreement or within thirty (30) days of giving or receiving the written notice of termination. RECIPIENT shall destroy modifications and other substances before the earlier of the effective termination date of this Agreement or within thirty (30) days of giving or receiving the written notice of termination. This notwithstanding, RECIPIENT may retain possession of modifications and other substances with the prior written consent of UNIVERSITY. All obligations of the parties hereunder shall cease upon termination of this Agreement, except that the provisions set forth in sections 1, 2, 3, and 4 shall survive.
9. **Notices** Notice with respect to this Agreement shall be sent certified return receipt or registered mail and shall be deemed duly given and made on the earlier of the date of actual receipt or five (5) days after being mailed, postage prepaid, and shall be addressed as follows, provided that either party may by written notice designate a substitute address from time to time:

**TO UNIVERSITY:**

Rita Yusko  
Manager  
Technology Transfer Office  
Division of Research and Graduate Studies  
Northern Illinois University  
DeKalb, IL 60115-2854

**TO RECIPIENT:**

10. **Confidentiality** Recipient agrees to maintain for 3 years following the receipt of Materials the confidentiality of any proprietary information pertaining to the Materials that is marked “confidential” or the like, or that is reasonably understood to be of a confidential nature. However, these obligations will not apply to any information that is (a) publicly available or becomes so through no fault of RECIPIENT, (b) available from a third party without violation of an obligation of nondisclosure to the disclosing party, (c) already known to or is independently developed by the receiving party, in each case (a) through (c) to the extent evidenced by written records promptly disclosed to UNIVERSITY, or (d) disclosed pursuant to prior written consent of the disclosing party or order of a court or governmental authority or a requirement of law.

11. **Entirety** This Agreement is the entire agreement between the parties. No change, modification, alteration, waiver, amendment, or addition shall be valid unless in writing and signed by or on behalf of each of the parties hereto.

12. **Governing Law** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Participating Entity**

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<thead>
<tr>
<th>Authorized Signature</th>
<th>NORTHERN ILLINOIS UNIVERSITY</th>
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<tbody>
<tr>
<td>Printed Name:</td>
<td>Printed Name: Lisa Freeman</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Vice President for Research and Graduate Studies</td>
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</tbody>
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Acknowledged by Recipient Scientist  
Acknowledged by University Scientist

| Signature | Date | Signature | Date |