

U. S. Department of Agriculture
Agricultural Research Service

**MATERIAL TRANSFER AGREEMENT
for Transfer of Non-Patented Microorganisms**

This Agreement is governed by the terms of the Federal Technology Transfer Act (15 U.S.C. 3710a (b) (3) (A)).

PARTIES:

ARS: USDA, ARS, Midwest Area
ARS Culture Collection (NRRL)
1815 N. University Street
Peoria, IL 61604
Tel: 309-681-6398
FAX: 309-681-6672
E-Mail: NRRLCollectionManager@usda.gov

Recipient: Name Signing above Recipient Scientist
Title
University/Company Name
address
City, State, ZIP
Tel: xxx-xxx-xxxx
E-mail: thisperson@email@email

Recipient's Scientist: Recipient's Scientist Name
Title
University/Company Name
address
City, State, ZIP
Tel: xxx-xxx-xxxx
E-mail: thisperson@email@email

PURPOSE

To provide Recipient with NRRL # *Genus species*, 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 be used for research for: **be specific on use of strain(s) here.**

2. Recipient shall acknowledge the ARS Culture Collection as the source of Material and will include NRRL identifiers in all public descriptions of the Material.
3. Recipient shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of Recipient's organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of ARS.
4. The Parties acknowledge and agree to comply with all applicable laws and regulations, including those of the Animal Plant Health and Inspection Service, the U.S Public Health Service, 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, including maintaining necessary permits. ***It is understood that no materials will be shipped to Recipient without a copy of a valid permit or other state approvals if required.***
5. Recipient shall assume sole responsibility for any claims or liabilities that may arise as a result of the Recipient's use of the Material.
6. ARS GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. The provisions of this Agreement are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.
8. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind each of the parties to this Agreement.
9. ARS is an agency of the U.S. Government and any rights or obligations created under this Agreement are freely transferable within the U.S. Government and shall not be deemed a "transfer."
10. 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.
11. Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice and cause not less than sixty (60) calendar days prior to the desired termination date, in the case of 1) breach of this Agreement, 2) identification by either Party of conflict with, or violation of, any applicable regulations or laws, or 3) conflict with third-party intellectual property claims.

This Material Transfer Agreement shall become effective upon date of final signature and shall

continue in effect for a period of five (5) years. However, Recipient may continue use of the Material beyond the five-year term, subject to the terms of this Agreement.

EXAMPLE ONLY---DO NOT USE THIS FORM

