

# Pre-Clinical Testing Material Transfer Agreement

This Material Transfer Agreement ("Agreement") is entered into as of the date of last signature below by and between:

| Provider | Recipient |
|----------|-----------|
|          |           |
| Address: | Address:  |

Each a "Party" and collectively, the "Parties."

## 1. Description of Material

The material to be transferred under this Agreement ("Material") is described as:

- Name/Type:
- Quantity:
- Other Details:

## 2. Purpose

The Recipient shall use the Material solely for the following pre-clinical testing purpose(s):

### 3. Restrictions on Use

1. The Material shall not be used for any purposes other than those specified in Section 2.
2. The Material shall not be used in human subjects, in clinical trials, or for diagnostic, therapeutic, or commercial purposes.
3. No transfer or distribution of the Material to any third party is permitted without the prior written consent of the Provider.

## 4. Confidentiality

Any information identified as confidential and provided by either Party shall be held in confidence by the recipient Party for a period of five (5) years from disclosure.

## 5. Intellectual Property

1. The Provider retains ownership of the Material and any derivatives.
2. Any inventions or discoveries made by the Recipient through the use of the Material shall be owned by the Recipient, subject to Provider's rights in the Material itself.

## 6. Publication

The Recipient may publish results arising from the use of the Material, provided that the Provider is notified in advance and given an opportunity to review any manuscript or other proposed publication.

## 7. Term and Termination

1. This Agreement is effective as of the date last signed below and shall remain in effect until completed, unless terminated earlier by either Party upon written notice.
2. Upon termination or completion, the Recipient will return or destroy remaining Material, at the Provider's direction.

## 8. Liability

The Material is provided "AS IS" without warranty of any kind. The Provider shall not be liable for any damages resulting from the use of the Material by the Recipient.

## 9. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties regarding the Material.
- Any modifications must be in writing and signed by both Parties.

Provider:

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Date:

Recipient:

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Date: