

AGREEMENT TO TRANSFER RESEARCH MATERIALS

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF FACILITY]
[address]
(the "Facility")

- and -

[NAME OF RESEARCHER]
[address]
(the "Recipient")

WHEREAS:

- A. The Facility has in its possession certain materials consisting of ____ *[describe]* (the "Material") and related confidential information (the "Information");
- B. The Researcher wishes to obtain the Material and Information from the Facility for the purpose of _____ *[describe research to be performed]* ("Research").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the Facility agrees to make the Material and Information available to the Recipient for the above stated purpose, subject to the following terms and conditions:

1. **Ownership.** The Facility retains all rights and title in and to the Material and Information, subject to the rights granted in this Agreement. Nothing contained herein shall restrict the Facility's right to distribute the Material and/or Information to other parties.
2. **Use.** The Recipient agrees that the Material and Information:
 - (a) shall be used for scientific research purposes only;
 - (b) shall not be used, directly or indirectly, for any commercial purposes, including filing patent applications thereon, except for the purpose of the Research; and
 - (c) *[list any other restrictions on use of the materials]*
3. **Distribution to Third Parties.** The Recipient shall not transfer any or all of the Material and/or Information to any third party without the prior written consent of the Facility. Further, the Recipient shall ensure that all parties under its direct control and supervision who have access to the Material and/or Information accept and agree to the terms of this Agreement.
4. **Confidentiality.** The Recipient shall use reasonable efforts to hold in confidence, for a period of ____ years after receipt, all Information received from the Facility in connection with this Agreement, except for information which:
 - (a) was lawfully in the Recipient's possession or control prior to the date of disclosure; or
 - (b) was already in the public domain or enters into the public domain through no improper act on the part of the Recipient or its employees, directors, officers, agents or representatives;
 - (c) is rightfully given to the Recipient from a source other than the Facility; or

THIS IS A 3-PAGE FORM.