

Agreement for the Transfer of Materials

In response to a request from RECIPIENT, University of West Florida, for the MATERIAL,

the PROVIDER, _____, asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the University of West Florida and PROVIDER is making it available to RECIPIENT as a service to the research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.**
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to notify the PROVIDER prior to publication of information resulting from this MATERIAL and will acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the RECIPIENT'S use, storage or disposal of the Material.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations. This Agreement will be governed by the laws of the United States and the State of Florida.
8. The MATERIAL is provided at no cost.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

PROVIDER Scientist:

PROVIDER Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official

Date

Signature of PROVIDER Scientist

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

RECIPIENT Scientist:

RECIPIENT Organization: University of West Florida

Address: 11000 University Pkwy, Pensacola, FL 32514

Name of Authorized Official: Dr. Jerry Lin

Title of Authorized Official: Associate Vice President of Research Administration

I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Authorized Official

Date

Signature of RECIPIENT Scientist

Date