**MATERIAL TRANSFER AGREEMENT**

Agreement #:

This Material Transfer Agreement (“Agreement”), effective as of ………………. (“Effective Date”), is made and entered into by and between Charles University (“Provider”) and ………………. (“Recipient”). Provider will supply the Material described in Section 1 below to the Recipient on the following terms and conditions:

1. The material to be supplied by Provider to Recipient for use by the Recipient Scientist is ………………. (the “Material”) and Recipient agrees to use the Material only for the following non-commercial research purpose: ……………….……………….……………….…………

10. The parties designate the following employees as the Provider Scientist and the Recipient Scientist:

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| --- |
|  **Provider Scientist**  |
|  Name:  |
| Address: |
|  Phone:  |
|  Email:  |
|  **Recipient Scientist**  |
|  Name:  |
|  Address:  |
|  Phone:  |
|  Email:  |

Recipient agrees that it will not transfer or give access to the Material to anyone else.

As used in this Agreement, “Material” includes any Material contained or incorporated in modifications, progeny, mutants, derivatives, or replicated forms thereof, including but not limited to any Material in cells or tissues.

1. Provider retains ownership of the Material. Except as described in Section 1, no express or implied licenses to the Material or to other rights of Provider are granted to Recipient.
2. The Material may not be used on human subjects or for any diagnostic purpose involving human subjects.
3. Recipient will acknowledge the source of the Material in any publication reporting use of the Material.
4. The Material is understood to be experimental in nature and may have hazardous properties. PROVIDER 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, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
5. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the Material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.
6. Recipient agrees to use the Material in compliance with all applicable laws, rules, and regulations.
7. Recipient will pay Provider a transfer fee of ……… within ……… days of the Effective Date.
8. This Agreement shall expire ……… year from the Effective Date. This Agreement may be earlier terminated by either party upon thirty (30) days’ notice to the other party. Upon the expiration or earlier termination of the Agreement, Recipient will return or destroy (and certify such destruction in writing) any remaining Materials and all copies of Materials.
9. This Agreement supersedes any previous agreements or preliminary representations or understandings related to the subject matter hereof, and may be amended only in writing signed by both parties. If any provision herein is found to be unenforceable, such provision may be modified to render such provision enforceable. An invalidation or waiver of any term or condition of this Agreement will not be deemed or construed to be a waiver or invalidation of such term or condition for the future, or of any subsequent breach thereof. This agreement is not assignable.
10. This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. The undersigned warrant their authority to bind their respective organizations to this Agreement.

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| **Charles University**  |
| By:  |
| Print Name:  |
| Title:  |
| Date:  |
| **<INSERT RECIPIENT NAME>**  |
| By:  |
| Print Name:  |
| Title:  |
|  Date:  |