**material transfer agreement**

THIS MATERIAL TRANSFER AGREEMENT (the “Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_ having its business address at \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter " RECIPIENT ") and Rosalind Franklin University, an Illinois corporation having its business address at 3333 Green Bay Road, North Chicago, Illinois, 60064 (hereinafter " RFUMS ").

RFUMS is acting on behalf of Cystic Fibrosis Foundation and its affiliates, to distribute the requested material. In response to the RECIPIENT’s request for the transfer of **Chemical Compounds** (MATERIAL), RFUMS is willing to provide such MATERIAL, subject to the following terms and conditions:

1. The MATERIAL is provided for nonclinical, noncommercial research purposes and it is NOT FOR USE IN HUMANS.
2. This Agreement does not restrict RFUMS’s right to distribute the MATERIAL to other commercial or non-commercial entities.
3. The provision of the MATERIAL to RECIPIENT in no way prevents or restrict RFUMS’s right to publish any document relating to the MATERIAL
4. The MATERIAL, including any progeny and any genetically engineered modification which is substantially based on and incorporates an essential element of the MATERIAL, will not be further distributed to others without RFUMS’s written consent. The RECIPIENT shall refer any request for the MATERIAL to RFUMS.
5. The MATERIAL is to be used with prudence and appropriate caution in any experimental work since not all their characteristics are known. IT IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. The RECIPIENT agrees to release RFUMS, its trustees, appointees, employees and agents from any liability in connection with use of the MATERIAL by the RECIPIENT. The RECIPIENT agrees to defend and indemnify RFUMS, CFF and their trustees, appointees, employees and agents from any and all claims and damages in any way arising from the acquisition, use, storage, and disposal of the MATERIAL by the RECIPIENT, except that, to the extent permitted by law, RFUMS or/and CFF shall be liable to the RECIPIENT when the damage or liability is the direct result of RFUMS or/and CFF negligence or legal wrongdoing.
6. RFUMS has made no investigations regarding patents and thus is not representing that the MATERIAL and RECIPIENT’s use of it are free from liability for patent infringement.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable Federal, State and local laws and regulations, including the National Institutes of Health guidelines.
8. The MATERIAL is provided at no cost. Shipping charges will nonetheless be assumed by the RECIPIENT.
9. This Agreement shall terminate three (3) years from the date on which it was executed, unless terminated or extended through written agreements of the parties. Upon termination of this Agreement, the MATERIAL shall be returned to RFUMS or destroyed as requested by RFUMS.

AGREED AND ACCEPTED:

RFUMS Scientist RECIPIENT Scientist

Name: Name:

Title: Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RFUMS RECIPIENT

Authorized Official: Dora Espinosa, MBA Authorized Official:

Title: Director, Office of Sponsored Research Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_