

Biological Material Transfer Agreement

Effective as of _____, 20__.

[Re: FSU Case [case number(s)]]

This Agreement, effective upon signing by _____(hereinafter, "COMPANY") governs an arrangement whereby Prof. _____ of Florida State University (hereinafter, "FSU") makes available the Biological Material described below to COMPANY

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1. The Biological Material is provided to COMPANY for internal research purposes only. The Biological Material is for use only by COMPANY and is NOT FOR USE IN HUMANS. No specimens of the Biological Material are to be given or made available to any other person (other than COMPANY employees), firm, or corporation, but are to remain under COMPANY's immediate and direct control.
 2. COMPANY agrees that it will not use the Biological Material or any parts thereof in or for the production of products for sale without first negotiating and executing a license agreement with FSU. COMPANY further recognizes that FSU is under no obligation to grant such a license.
 3. This Agreement does not restrict FSU's right to distribute the Biological Material to other commercial or noncommercial entities.
 4. The provision of the Biological Material to COMPANY in no way prevents or restricts FSU's or professor_____ right to publish any document relating to this Biological Material.
 5. COMPANY shall pay to FSU a non-refundable fee in the sum of _____ dollars (\$_____) upon execution of this Agreement.
 6. The term of this Agreement shall be for a period of one (1) year from the date COMPANY receives the Biological Material. At the end of one year, the Biological Material shall be returned to FSU or destroyed (as requested by FSU) at which time this license will terminate.
 7. The Biological Material is or may be the subject of a patent application assigned to FSU. FSU has made no investigations regarding patents and thus FSU does not represent that the Biological Material and COMPANY's use of it are free from liability for patent infringement.
 8. COMPANY agrees to use the Biological Material in a safe manner and in compliance with Federal, State, and local laws and regulations, including the National Institutes of Health guidelines. The Biological Material will not be used for *in vivo* testing in human subjects.
 9. Because the Biological Material is experimental in nature, IT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall FSU, its Board of Trustees, officers, agents or employees be liable for any use of the Biological Material, and COMPANY hereby agrees to defend, indemnify and hold FSU, its Board of Trustees, officers,

agents or employees harmless from any loss, claim, damage, or liability which may arise from COMPANY's use, storage and disposal of the Biological Material, except to the extent such loss, claim, damage or liability is the direct result of FSU's negligence or legal wrongdoing.

AGREED AND ACCEPTED:

For **COMPANY**:

Name: _____

Title: _____

Address: _____

Signed: _____

Date: _____

For **The Florida State University**

Kirby W. Kemper

Vice President for Research, FSU

Signed : _____

Date: _____

Acknowledged:

Signature: _____

Name: PI, Title, Department

Date: _____

Internal use only:

FSU Case No.: _____