TRACKING NUMBER: MTA-FPO-00-0000

This Material Transfer Agreement (“**Agreement**”) is effective (“**Effective Date**”) between ("**Transferee**"), a corporation located at , and Marquette University ("**MU**"), a Wisconsin nonprofit, nonstock corporation located 1324 W. Wisconsin Avenue, Suite 341, Milwaukee, WI 53233.

The materials identified below, which include any know-how or data provided by MU, ("**Materials**"), have resulted from the research efforts of Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a professor at MU ("**MU Professor**"), working either alone or together with other researchers at MU. The Material and any substance that is replicated or derived unmodified from the Material, is proprietary to MU and is provided on a non-exclusive basis and subject to availability. The Materials are identified as follows:

Subject to the full execution of this Agreement, MU will provide to Transferee a sample of the Materials. Transferee agrees to receive the Materials subject to the following terms and conditions:

1. Transferee will receive and use the Materials solely to evaluate the Materials to determine if Transferee desires to license the Materials from MU for commercial purposes. Transferee will use the Materials in compliance with all applicable governmental rules and regulations relating to the handling or use of the Materials and will not analyze the Materials for any purpose not expressly set forth in this Agreement.
2. THIS MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS.

2(a). Was the Material collected according to 45 CFR Part 46, "Protection of Human Subjects?"

\_\_\_Yes (Please provide Assurance Number: )

 No

 Not Applicable (Materials not collected from humans)

2. During its evaluation, if any other materials or products are derived from, are produced by use of, or wholly or partially incorporate the Materials ("**Derivative Materials**"), they will be treated as Materials for purposes of this Agreement. Transferee will cease use of all the Materials and any Derivative Materials  ( ) days from the Effective Date, at which time all the Materials and Derivative Materials will be entirely destroyed as directed by MU.

3. All Information and Materials supplied by MU will be deemed to belong to MU and to have been disclosed or provided to Transferee in confidence. Transferee agrees that information received from MU relating to the Materials ("**Information**") will not be used by Transferee or its employees or agents as the basis for any patent application disclosing or claiming any of the same without MU's prior written consent. Except as may be authorized in advance in writing by MU, Transferee will retain all Materials in its secure possession and will not transfer possession of the Materials or Derivative Materials or any results of any study of the Materials ("**Results**") to anyone outside Transferee or its affiliates for any purpose. Transferee will hold the Materials, Derivative Materials, Information and Results as confidential using the same degree of care as the Transferee uses to protect its own confidential or proprietary material of like importance, but in no event less than a reasonable degree of care. These confidentiality obligations will not apply to any information that:

1. was known to Transferee prior to the receipt of the Materials or Information or that is developed independently of the Materials and Information and without reference to the Materials or Information;
2. becomes known to the public not because of any action or inaction by Transferee;
3. Transferee acquires from a third party who has the right to disclose to Transferee;

4. None of the Materials or Derivative Materials will be manufactured by or for Transferee in commercially significant quantities or offered for sale to others without a license to do so from MU. The Transferee and the Transferee Scientist will refer all third-party inquiries regarding or requests for the Material to MU. No express or implied licenses or other rights are provided to the Transferee under any patents, patent applications, trade secrets, or other proprietary rights of MU. Transferee will notify MU in writing prior to filing any patent application arising from the use of, or derived from, the Material.

5. Transferee acknowledges and agrees that the Materials are experimental and are supplied to Transferee WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Transferee agrees to rely solely upon its own opinion of the Materials regarding their safety and suitability for any purpose. MU makes no representations that the use of the Materials will not infringe any patent or proprietary rights of third parties.

1. Transferee agrees to waive all claims against MU and to defend and indemnify MU and its employees or agents from all claims asserted by any third party and any damages and recoveries resulting therefrom arising from the use, storage, or handling of the Materials by, caused by or allowed by Transferee.
2. The Transferee will acknowledge or cite the MU Professor as the source of the Material in all presentations and manuscripts reporting use of it.

7. This Agreement may not be assigned, is governed by the laws of the State of Wisconsin and may be amended only upon the written consent of the parties. This Agreement represents the entire agreement between the parties and supersedes all other agreements between the parties concerning the Materials.

8. No agreement between the parties will exist unless the duly authorized representatives of Transferee and MU have signed this document within thirty (30) days of the Effective Date.

9. The Transferee will pay a fee to reimburse MU for preparation and distribution costs. The fee is:

$\_\_\_\_\_.

Payment will be made to the following address within 30 days of the Effective:

Attention: MTA Tracking Number \_\_\_\_\_\_\_\_\_\_\_

Office of the Comptroller

Marquette University

P.O. Box 1881

Milwaukee, WI 53201-1881

USA

10. This Agreement may be signed in counterparts. An executed original of this Agreement may be delivered by facsimile, or in pdf format through electronic mail, which will be binding as an original.

The parties have indicated their acceptance of the terms of this Agreement by the signatures set forth below on the dates indicated. Each individual signing for a corporate entity hereby personally warrants his or her legal authority to bind that entity.

*[Signature page to follow.]*

MARQUETTE UNIVERSITY

By: Date:

Kathy Durben, Executive Director, ORSP

TRANSFEREE

By: Date:

Name and Title: