

ACCEPTABLE PROVISIONS IN MATERIAL TRANSFER AGREEMENTS FOR PHARMACEUTICAL COMPOUNDS

1. The Company provides the Material to the Recipient without any representations or warranties.
2. The Recipient will not use the Material in human subjects.
3. The Recipient will not use the Material for any commercial purposes.
4. The Company owns the Material and retains all rights in the Material.
5. The Recipient will not transfer the Material to any third parties.
6. The Company will not be liable for any claims for damages caused by the Recipient's use of the Material.
7. The Recipient will be able to publish the results of the Recipient's research with the Materials without unreasonable delays.
8. The Recipient will acknowledge the Company as the provider of the Material in any publications reporting the use of the Material.
9. The Recipient shall not disclose the Company's Confidential Information.
10. The Recipient retains all rights, title and interest to any patentable invention that is conceived and first actually reduced to practice by the Recipient in the performance of the research ("Inventions").
11. When the Company sponsors the research, the Recipient, to the extent the Recipient is legally able to do so, shall grant to the Company a non-exclusive royalty-free license to any Invention for research purposes.
12. When the Company sponsors the research, the Recipient, to the extent the Recipient is legally able to do so, shall grant to the Company a time-limited option/first right to negotiate for an exclusive or nonexclusive, royalty-bearing, commercial license to any Invention. The period for the option/first right to negotiate can be extended when the Company pays the patent prosecution costs.
13. When the Company does not sponsor the research, the Recipient, to the extent the Recipient is legally able to do so, shall grant to the Company a non-exclusive royalty-free license to any Invention that that necessarily uses or necessarily incorporates the Material for research purposes.
14. When the Company does not sponsor the research, the Recipient, to the extent the Recipient is legally able to do so, shall grant to the Company a time-limited option/first right to negotiate for an exclusive or nonexclusive, royalty-bearing, commercial license to any Invention that that necessarily uses or necessarily incorporates the Material. The period for the option/first right to negotiate can be extended when the Company pays the patent prosecution costs.
15. The Recipient will not be obligated to obtain or maintain any intellectual property protection for any Invention at Recipient's expense.