

UW TechTransfer Invention Licensing Outgoing Materials Transfer Agreement (For-profit Institutions)

The University of Washington, acting through UW TechTransfer Invention Licensing, a public institution of higher education and agency of the state of Washington, with administrative offices at 4311-11th Avenue NE, Suite 500, Seattle, WA 98105-4608 (“University”) will provide to (insert name of Company) (“Company”), having a place of business at (insert Company’s address), the (insert name of material) (“Material”) as well as any progeny or unmodified derivatives. The Material is available to Company on a non-exclusive basis. The terms are as follows:

1. Company agrees to utilize the Material solely for the purpose of (insert research description) (“Research”) and will not distribute the Material to any person external to the Company without the prior written permission of the University.
2. THE MATERIAL DELIVERED HEREBY IS EXPERIMENTAL IN NATURE. THE UNIVERSITY MAKES NO WARRANTIES, REPRESENTATION OR UNDERTAKING WITH RESPECT TO THE UTILITY, EFFICACY, NONTOXICITY, SAFETY OR APPROPRIATENESS OF USING THE MATERIAL. UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
3. None of the Material provided may be used for any commercial development directly or indirectly unless a license granting same is executed between the University and Company, through UW TechTransfer Invention Licensing. Company agrees not to sell or otherwise transfer the Material, or any other material that could not have been made but for the Material to any other party, whether with or without consideration, for any purpose or use.
4. The University will consider all requests for a commercial license if Company develops an interest in commercialization of the Material, but shall be under no obligation to grant such license.
5. The Material provided will not be used on any human subjects and in so far as it is administered to animals, no animal to which the Material is administered, or animal products derived therefrom, will be used for food, therapeutic or diagnostic purposes, or kept as a domestic pet or livestock. Any cells which are treated with the Material will not be used for therapeutic or diagnostic purposes.
6. Company will use the Material in compliance with all laws, governmental regulations and guidelines that may be applicable to the Material, including, without limitation, export laws, current NIH guidelines, and any regulations or guidelines pertaining to research with recombinant DNA. Company agrees to abide by all U.S. export laws and regulations. Accordingly, Company is solely responsible for securing any necessary permission or license.
7. Company agrees that any person with the Company utilizing the Material will be advised of, and is subject to, the conditions in this Agreement (“Agreement”).
8. Company assumes all liability for damages that may arise from the use, storage, or disposal of the Material, and will indemnify, defend, and hold harmless University and its employees,

students, and agents from any loss, claim, damage, or liability of any kind that may arise from or in connection with this Agreement or the use and handling of the Material. In no case will University or its employees, students, or agents be liable for any claim, loss, or demand made by Company, or made against Company by any other party, including any incidental, special, or consequential damages resulting from the use or handling of the Material.

9. The University scientific contact shall be: (insert University Investigator's name)
10. The Company scientific contact shall be: (insert Company Investigator's name)
11. The term of this Agreement shall commence on the last date of signature and shall continue until completion of Research or for a period of two (2) years, whichever comes first. Upon expiration of this Agreement, Company agrees to provide to University a written statement warranting that all samples of Material have been destroyed.
12. Articles 2 (Warranty) and 8 (Indemnification) and other provisions which by their context would survive, shall survive the termination of this Agreement.
13. This Agreement and all rights and obligations hereunder will not be assigned, licensed, sub-licensed, mortgaged, pledged, or otherwise transferred, encumbered, or disposed of, including by operation of law, in whole or in part, by either party unless agreed to in writing by an authorized representative of both parties. This Agreement will be binding upon any such permitted assigns.
14. Company shall not use the name of University in any public announcements, publicity, or advertising with respect to the subject matter of this Agreement without the prior written approval of University.

If the foregoing terms are acceptable, please have a representative of the Company sign in the space indicated for signature. **Please return two copies of this Agreement to UW TechTransfer Invention Licensing, 4311-11th Avenue NE, Suite 500, Seattle, WA 98105-4608.**

After receipt of the executed Agreement, the University will arrange to provide the Company with the Material.

This Agreement may be executed by facsimile or duplicate originals. This Agreement may be executed in several counterparts, all of which taken together will constitute effective execution.

The undersigned agrees with and accepts the foregoing:

Company:

Signature of Authorized Representative

Signature of Company Investigator

Print/Type Name

Print/Type Name

Title

Date

Title

Date

Phone: (insert phone #)

Fax: (insert fax #)

E-mail: (insert e-mail)

Phone: (insert phone #)

Fax: (insert fax #)

E-mail: (insert e-mail)

University of Washington:

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Date