

**Florida Museum of Natural History Genetic Resources Repository
Materials Transfer Agreement (“MTA”)**

This MTA is between the University of Florida Board of Trustees on behalf of the Florida Museum of Natural History (the “Florida Museum of Natural History” and _____ (“Recipient”).

In consideration of the loan of certain materials by the Florida Museum of Natural History to Recipient, the parties agree as follows:

1. **Agreement.** The Florida Museum of Natural History agrees to loan _____ specimens (the “Materials”) to Recipient for the sole purpose of conducting the scientific research that is described as follows or as attached (the “Project Description”).

As used in this MTA, the term Materials includes any materials that are routinely produced through use of the Materials, including for example, any progeny derived from a cell line, monoclonal antibodies produced by hybridoma cells, DNA or RNA replicated from isolated DNA or RNA, recombinant proteins produced by a recombinant cell line, recombinant proteins produced through use of isolated DNA or RNA, and substances routinely purified from any source material included in the Materials (such as, recombinant proteins isolated from a cell extract or supernatant by non-proprietary affinity purification methods).

2. **Use restrictions.** Recipient may only use the Materials for the objectives stated in the Project Description .

3. **Transfer restrictions.** Recipient may not provide the Materials to third parties without prior written consent by the Florida Museum of Natural History.

4. **Intellectual property and commercialization restrictions.** Recipient may not use the Materials for commercial or for-profit applications. Recipient acknowledges that title to the Materials and intellectual property rights in the Materials are owned by the Florida Museum of Natural History.

5. **Publication requirements.** Recipient shall make all data that are generated from the Materials publicly available . The Recipient shall acknowledge the University of Florida Board of Trustees -- Florida Museum of Natural History – Genetic Resources Repository as the source of the Materials in any publication resulting from the work described in the Project Description. Recipient shall provide one electronic copy or two hardcopies of publications that reference the Materials to the Florida Museum of Natural History. The Recipient shall notify the Florida Museum of Natural History when data obtained from the Materials become available in public databases and provide the relevant data identifiers.

6. **Shipping arrangements.** The Florida Museum of Natural History will ship the Materials as directed by and at the expense of Recipient, and Recipient shall obtain any necessary permits to deliver the Materials legally.

7. **Liability.** The Florida Museum of Natural History provides the Materials as-is in their current condition and makes no guarantees or representations concerning their utility for the work described in the Project Description. Recipient understands that the Materials are experimental in nature and may have hazardous properties. THE FLORIDA MUSEUM OF NATURAL HISTORY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE MATERIALS AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FLORIDA MUSEUM OF NATURAL HISTORY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. Recipient assumes all liability for damages which may arise from its use, storage, or disposal of the Materials. Recipient agrees to indemnify, defend, and hold harmless the Florida Museum of Natural History and its trustees, officers, representatives, employees, and agents against all claims, expenses (including any legal expenses), and liabilities that result from any demands, suits, or other actions that arise from the use, storage, or disposal of the Materials.

8. **Termination.** This MTA terminates upon the earlier of the completion of the work described in the Project Description and thirty (30) days after the Florida Museum of Natural History notifies Recipient of termination. Upon termination, Recipient shall promptly return the Materials to the Florida Museum of Natural History. Sections 5 and 7 survive termination of this MTA.

9. **Governing law.** This MTA is controlled by the laws of the State of Florida, and the parties agree that all disputes related to this MTA may only be enforced in the 8th Judicial Circuit Court of Florida in Alachua County.

The parties hereby execute this MTA effective as of the date last written below.

[NAME OF RECIPIENT]

**THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**

By: _____
Name: _____
Title: _____

By: _____
Douglas Jones
Director

Date: _____

Date: _____