

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (“**Agreement**”) is by and between (“**Provider**”)

_____ having its principal place of business at _____, and the **National Institute of Standards and Technology** (“**NIST**”), having its principal place of business at 100 Bureau Drive, Gaithersburg, Maryland 20899.

1. The Material concerned, which belongs to Provider and which is being provided to _____ at NIST, is described as follows: _____, (“**Material**”). NIST must only use the Material for the following purpose:

(“**Research Project**”). NIST shall not use the Material for commercial purposes such as screening, production or sale.
2. NIST may publish or otherwise publicly disclose the results of the Research Project. Provider will not disclose any proprietary information to NIST under this Agreement.
3. The Material represents a significant investment on the part of Provider. NIST therefore agrees to retain control over the Material and not to transfer the Material to others without advance written approval of Provider. Provider reserves the right to distribute the Material to others and to use it for its own purposes.
4. This Agreement shall be effective upon full execution by both parties (“**Effective Date**”) and shall expire _____ after Effective Date, unless terminated earlier by either party after thirty (30) days advance notice to the other party. Upon completion of the Research Project, or upon expiration or earlier termination of this Agreement, whichever occurs first, NIST will destroy or otherwise dispose of the Material as mutually agreed by NIST and Provider.
5. The Material is provided as a service to the research community. IT IS BEING SUPPLIED TO NIST WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties.
6. NIST shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Provider agrees not to claim, infer, or imply Governmental endorsement of the Research Project, personnel conducting the Research Project or any resulting commercial product(s). As an agency of the federal government, NIST’s responsibility for the payment of claims for the loss of property, personal injury or death, or otherwise arising out of any negligent act or omission of its employees in connection with the performance of work under this Agreement shall be governed by the Federal Torts Claims Act. Further, according to the proscriptions of the Anti-Deficiency Act, 31 U.S.C. §1341, NIST can only be responsible for the actions or omissions of its employees and cannot agree to specific, future (prospective) remedies or a limitation thereof.
7. This Agreement shall be governed by and construed in accordance with the laws of the United States. All Actions concerning this Agreement shall be brought in the Federal district courts of the United States.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as follows:

FOR

Date

Provider Mailing Address for Notices:

FOR NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

Henry Wixon
Chief Counsel for NIST
Date

Date

Paul Zielinski
Director, Technology Partnerships Office
Date

Mailing Address for Notices:

NIST Technology Partnerships Office
100 Bureau Drive
Gaithersburg, MD 20899-2200
ipp@nist.gov

Read and Acknowledged by NIST Recipient Investigators:

Name
Group
Date

Name
Group
Date

Name
Group
Date