

**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**”), as further described in Appendix A. 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. To the extent permitted by law, NIST agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider’s written information about the Material that is marked as “CONFIDENTIAL” (“**Proprietary Information**”), except for any information that was previously known to NIST, that is or becomes publicly available, that is disclosed to NIST by a third party under no obligation of confidentiality, or that is independently developed by NIST or its agents or consultants who had no access to the Proprietary Information. NIST’s obligations under this provision are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.
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 on \_\_\_\_\_, 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](mailto:ipp@nist.gov)

**Read and Acknowledged by NIST Recipient Investigators:**

\_\_\_\_\_

Name  
Group

Date

\_\_\_\_\_

Name  
Group

Date

\_\_\_\_\_

Name  
Group

Date

**Appendix A  
Research Project**

**PROVIDER Principal Investigator:**

**NIST Principal Investigators:**

**Research Project:**