



Date:

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THIS AGREEMENT made under the laws in force in the Province of Quebec, Canada.

BETWEEN: NATIONAL RESEARCH COUNCIL OF CANADA (called the "NRC")

Head Office 1200 Montreal Road
Ottawa, Ontario K1A 0R6

Participating Institute Biotechnology Research Institute (BRI)
6100 Royalmount Avenue
Montréal, Quebec H4P 2R2

Contact:
Telephone:

AND: INSTITUTION (called the "Institution")

Business Address

Contact:
Telephone:
Fax:
Email:

In order to protect certain proprietary material of NRC, which NRC intends to supply to the Recipient Scientist identified below, the parties agree as follows:

- 1 NRC will provide to "[recipient scientist]" (hereinafter called the "Recipient Scientist") of the Institution, a sample of [material] (hereinafter called the "Material").
- 2 The Material includes, in addition to said sample, any material derived from said sample that is substantially based on said sample and incorporates an essential element of said sample and related information received by the Recipient Scientist from NRC.
- 3 This Material will not be transferred, distributed, released or disclosed by the Recipient Scientist or the Institution, to any other person, except to those individuals working under the Recipient Scientist's direct supervision in the Institution. It will be used only in laboratories located at [location] , and will not be taken to any other location, unless prior written permission is obtained from NRC. If the Material includes information supplied by NRC, the above restrictions on disclosure shall not apply to information which:
 - a) is in the Recipient Scientist's or the Institution's possession before receipt thereof under this Agreement, as evidenced by written records; or
 - b) is disclosed or provided to the Recipient Scientist or the Institution by a third party who has a right to make such disclosure; or
 - c) is or becomes part of the public domain through no fault of the Recipient Scientist or the Institution.
- 4 The material will be used only for the specific research that was disclosed to NRC by the Recipient Scientist in relation to the request for the transfer, as shown in the Annex to this Agreement. The Material, as broadly defined in paragraph 2, will not be provided to other persons, and will not be used for research that is subject to consulting, licensing, or other contractual arrangements with any third party. In some circumstances, these restrictions can be superseded by another licence, in writing, obtained from NRC.
- 5 The Recipient Scientist and the Institution acknowledge that no licences or other rights are provided to Recipient or Institution under any patents, patent applications, trade secrets, or other proprietary rights of NRC, except the right to conduct research as expressed in this Agreement.

_____ Institution
(Initials)



- 6** If a publication results from research work using the Material, NRC may require that acknowledgement of NRC's contribution be included in such publication. However, in no event must any publication imply endorsement of any product or process by NRC.
- 7** The Recipient Scientist will supply a written report detailing the results related to the Material at least annually to NRC, and a final report stating that the Material will no longer be used. These reports may be in the form of a manuscript, a presentation at a meeting, or a publication in a journal. The Recipient Scientist and the Institution agree to submit publications to NRC thirty days prior to intended publication, for review and comment. If recommendations or comments are made, the Recipient Scientist and the Institution shall cooperate in all reasonable respects in making revisions to the proposed disclosure. NRC will treat information so disclosed as confidential, upon request, by entering into a confidentiality agreement to be negotiated by the parties.
- 8** The Material is experimental in nature, and NRC makes no expressed or implied warranties of merchantability or fitness of the Material for a particular purpose. Furthermore, NRC makes no representation that the use of the Material is not infringing or will not infringe any patents or proprietary rights of third parties.
- 9** The Recipient Scientist and the Institution shall indemnify and save harmless NRC, its employees and agents, from and against any claims or liabilities which might arise from or in connection with this Agreement or as a result of the use, misuse, dissemination or storage of the Material by the Recipient Scientist or by anyone in the Institute.
- 10** The Material shall be used in compliance with all applicable laws, regulations and guidelines, including the Institutions guidelines for ethics in research.
- 11** The Recipient Scientist and the Institution recognize that the Material is the sole property of NRC and on written request from NRC, unused Material, including all its copies, samples and replications, will be returned to NRC or destroyed. In the event that the Material is destroyed, the Recipient Scientist and the Institution shall, upon request, provide NRC with certification of such destruction.

_____ Institution
(Initials)



SIGNED by the Institution in duplicate at: _____ ,
(City, Province/State)

INSTITUTION

Date: _____ Per: _____
Name and title:

SIGNED by the NRC in duplicate at: _____ ,
(City, Province/State)

NATIONAL RESEARCH COUNCIL OF CANADA

Date: _____ Per: _____
Dr. Michel J. Desrochers, Director General - BRI

_____ Institution
(Initials)