

AGREEMENT FOR USE OF BIOLOGICAL MATERIAL

Louisiana Tech University ("Tech") agrees to provide _____ long name _____ ("short name") with certain _____ materials and know-how for the purposes stated herein under the following terms and conditions:

1. The research (as defined herein) will be conducted by short name under the supervision of _____, ("Researcher").
2. The biological material provided by Tech includes: _____ and related material and/or know-how and data such as _____ ("Material").
The Material is the intellectual property of Tech and nothing in this agreement transfers any ownership interest to short name. Nothing in this agreement shall limit Tech's right to distribute the Material to others and to use it for its own purposes.
3. The Material shall be used by Researcher to study _____ ("Research"). short name and Researcher agree to use the Material only for the Research unless otherwise given written permission by Tech. Neither the Material nor any materials derived therefrom will be used in human beings without first receiving Tech's written permission.
4. Neither Researcher nor short name shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under Researcher's direct supervision. All such laboratory personnel will read and sign a copy of this agreement before the Material is disclosed to them. Researcher and short name shall ensure that no one is allowed to take or send Material to any other location, unless written permission is first obtained from Tech.
5. This Agreement and the resulting transfer of Material constitute a license to use the Material solely for experimental, non-commercial, internal research use at short name. Nothing in this agreement shall be deemed as a grant under any Tech patents or other Intellectual Property rights to use the Material for any profit-making or commercial purposes, unless agreed to by Tech in a separate written instrument.
6. Any invention, discovery, new product or new use arising from short name and/or Researcher's use of the Material will be jointly and equally owned by short name and Tech.
7. short name will promptly notify Tech in writing and provide Tech with a written description of each invention, whether patentable or not, conceived or first reduced to practice in the performance of work or research covered by any part of this agreement.
8. At the request of Tech, short name and/or Researcher will return all unused Material.

9. short name and/or Researcher will inform Tech, in confidence, of results of Research related to the Material by personal written communication or by providing Tech with a draft manuscript describing such results. short name and/or Researcher agree not to publish any information concerning Material which has not already been published by Tech or a third party, except as provided herein. If short name and/or Researcher desire to publish such Research results in a noncommercial scientific publication, they will provide Tech with a copy of any manuscript or abstract disclosing such Research results prior to submission thereof to a publisher or to any third party, and in any case, not less than forty-five (45) days prior to any public disclosure, for the purpose of protecting the Material and any intellectual property of Tech that might be disclosed by such publication.
10. If the publication comes about, short name and/or Researcher agree to acknowledge Tech personnel, as academically and scientifically appropriate, based on provision of the Material or any other contribution to the Research. Tech agrees that it will acknowledge Researcher's publications, as academically and scientifically appropriate, in its publications, which may refer to the results of Researcher's work
11. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Tech MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANOTHER PARTY.
12. In no event shall Tech be liable for any use of the Material by short name and/or Researcher for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. short name and/or Researcher agree to hold harmless the State of Louisiana, Tech, their officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of any use short name and/or Researcher make of the Material.
13. Researcher and/or short name will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the jurisdiction in which the Material is used, including any specially applicable to research with recombinant DNA. When the Material is used in the United States, Researcher will comply with current NIH guidelines.
14. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Tech.

15. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

LOUISIANA TECH UNIVERSITY

SHORT NAME

Recommended By:

Accepted By:

name

Researcher

Date: _____

Date: _____

Thomas Noble, Director
Office of Econ. Dev. & Tech. Assesment

Date: _____

Date: _____

Approved By:

Dr. Daniel D. Reneau, President

Date: _____

Date: _____

Date: _____