THE JOHNS HOPKINS UNIVERSITY ("JHU")
MATERIAL TRANSFER AGREEMENT (NON-PROFIT RECIPIENT)

Provider Investigator:
Department: 
Affiliation: (JHU, HHMI, KKI)

Recipient: 
Address: 

Recipient Investigator: 

Description of Materials & JHU Number (if known): ____________________________________________________________________________________

Research Purpose: ____________________________________________________________________________________

1. The material(s) described above, including any progeny, portions and/or unmodified derivatives thereof ("Material(s)"), is being provided to Recipient by the Provider Investigator for research purposes in Recipient Investigator’s laboratory only.
2. The Material(s) shall not be used for any commercial purpose or for work on human subjects, including diagnostic testing.
3. The Material(s) may not be distributed to any other party (for-profit or non-profit) for any reason.
4. Should the use of this Material(s) result in one or more scientific publication(s), Recipient Investigator shall acknowledge in the publication(s) that the Material(s) was provided to Recipient Investigator by JHU and the Provider Investigator identified above.
5. The Material(s) is experimental in nature and must be used with prudence and appropriate caution, since not all of its characteristics are known. **THE MATERIAL(S) IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.**

6. Except to the extent prohibited by law, Recipient and Recipient Investigator assume all liability for damages, which may arise from the use, storage or disposal of the Material(s). JHU and, if applicable, HHMI* (including, but not limited to, their directors, trustees, officers, employees, students, and agents, as applicable) will not be liable to you for any loss, claim or demand made by any other party, due to or arising from your use of the Material(s).

7. The “Effective Date” of this Agreement shall be the date that the last party hereto signs this Agreement.

ACCEPTED AND AGREED:

THE JOHNS HOPKINS UNIVERSITY   RECIPIENT

Peter Ball, JD   Date   Name   Date
Director, Contracts   Title