

SALK ACADEMIC MTA

As a professional courtesy to Dr. _____ ("Recipient Investigator"), Dr. _____ ("Salk Investigator") and **The Salk Institute for Biological Studies**, located at 10010 N Torrey Pines Rd, La Jolla, CA 92037 ("Salk") are willing to provide the _____, located at _____ ("Recipient"), with certain research materials, namely: _____ ("Materials"), provided Recipient agrees as follows:

- 1) Recipient and Recipient Investigator WILL:
 - a) Use the Materials only for academic research.
 - b) Use them safely and in compliance with all applicable laws, regulations, and guidelines.
 - c) Be responsible for any injury or damages that Recipient's use may cause.
 - d) Acknowledge the Salk Investigator as the source of the Materials in publications.
 - e) Return or destroy the Materials when no longer needed or on Salk's request.
 - f) Determine with Salk in good faith the ownership of modifications and derivatives.
 - g) Pay Salk for actual shipping costs or provide Federal Express account number.
 - h) Refer any request for the Materials to Salk. To the extent supplies are available, Salk agrees to make the Materials available to other scientists under a separate agreement for teaching or non-profit research purposes only.

- 2) Recipient and Recipient Investigator WILL NOT:
 - a) Administer the Materials to humans or use them in human diagnosis or treatment.
 - b) Use the Materials for commercial purposes, e.g., drug screening, product testing, product production or product development, sale, lease, license, or transfer to a for-profit entity.
 - c) Have a license to Salk intellectual property beyond use of Materials in academic research.
 - d) Assign this agreement to any other party.

- 3) Legal Limitations:
 - a) SALK PROVIDES THE MATERIALS "AS IS," AND SALK DISCLAIMS AND PROVIDES NO REPRESENTATION OR WARRANTY WHATSOEVER.
 - b) WITHOUT LIMITING (a) ABOVE, SALK DISCLAIMS AND PROVIDES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.
 - c) WITHOUT LIMITING (a) ABOVE, SALK DISCLAIMS AND PROVIDES NO REPRESENTATION OR WARRANTY THAT USE OF THE MATERIALS WILL NOT INFRINGE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
 - d) This is the whole agreement, and it can only be amended in writing.

IN WITNESS WHEREOF, each party has caused this agreement to be duly executed by an authorized representative as of the last date of signature below.

<p>SALK AUTHORIZED REPRESENTATIVE</p> <p>Signature: _____ Name: Ngoc Ha Nguyen, Ph.D. Title: Sr Director, OTD Date: _____</p>	<p>RECIPIENT AUTHORIZED REPRESENTATIVE</p> <p>Signature: _____ Name: _____ Title: _____ Date: _____</p>
<p><i>Read and Understood by:</i></p> <p>SALK INVESTIGATOR</p> <p>Signature: _____ Name: _____ Title: _____</p>	<p><i>Read and Understood by:</i></p> <p>RECIPIENT INVESTIGATOR</p> <p>Signature: _____ Name: _____ Title: _____</p>