



Dear :

The Carnegie Institution of Washington (hereinafter referred to as “Carnegie”) agrees to provide you the materials indicated below for your research studies. In order to protect Carnegie’s proprietary rights in the materials (or portions thereof), we request an authorized official of your institution to sign, date, and return this letter agreement to us.

MATERIAL IDENTIFICATION: _____

Acceptance of the materials by your institution confirms your agreement to the following conditions:

1. This agreement and the resulting transfer of materials constitute a non-exclusive license to use the materials for not-for-profit research excluding such research as funded by a for-profit institution. The materials will not be used in humans, and will be stored, used, and disposed of in accordance with applicable law. This agreement is not assignable and the materials’ and their progeny may not be transferred to another party.
2. Your institution agrees to provide Carnegie with the experimental results obtained from use of the material. Carnegie will be free to use such information.
3. **CARNEGIE MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE MATERIALS. THEY ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. CARNEGIE MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.**
4. Your institution expressly agrees to indemnify, defend, and hold harmless Carnegie; its affiliated departments; trustees, officers, employees, students, agents, directors, and affiliates, against all claims, demands, suits, or other actions arising, directly or indirectly, from your institution’s acceptance, use, and disposal of the materials and their progeny.
5. Information relating to this material, as provided by Carnegie, is considered to be confidential in nature. Accordingly, you agree not to provide this material, or progeny thereof or the information relating thereto, to third parties without first obtaining Carnegie’s written consent. You further agree to provide Carnegie with a copy of any proposed publication relating to this material, reporting the use of the material at least thirty days prior to submission for publication and you acknowledge that Carnegie may request the removal from the proposed publication of any information considered confidential by Carnegie.

6. You agree to acknowledge Carnegie as the source of the material in any publications, oral or written, reporting use of the material.

7. Ownership of any intellectual property rights obtained through the use of the material shall be determined in accordance with U.S. patent law.

8. It is solely your responsibility to determine freedom to use this material with respect to third party patents or other rights. The receipt of this material from Carnegie does not represent an express or implied license to use the material under any current or future Carnegie patents or patent applications or under the rights of any others.

9. Any unused material will be returned to Carnegie.

Please return a signed and dated copy of this letter by the recipient scientist your Institution's authorized official.

For _____
Organization

Authorized Official: _____
Name: _____
Title: _____
Date: _____

Requesting
Scientist: _____
Name: _____
Date: _____

For
The Carnegie Institution of Washington

Authorized Official: _____
Name Timothy Doyle
Title: Chief Executive Officer
Date: _____

Providing
Scientist: _____
Name: _____
Date: _____