

INSTRUCTIONS FOR RECEIVING MATERIALS FROM PENN

1. Please fill out the attached Material Transfer Agreement (MTA) completely, sign it, have an authorized official from your institution sign it (generally your institution's technology licensing or grants & contract administration office), and return one fully executed copy to the following address. You may fill out the form in your web browser and print it out, if desired, by clicking on the fields where you would like to enter information.

Center for Technology Transfer (CTT)
University of Pennsylvania
3160 Chestnut Street, Suite 200
Philadelphia, PA 19104-6283
ATTN: MTA STAFF

2. Your institutional representative may require an original signed copy of the MTA for his/her files. If this is the case, please print out **two** copies and fill out and sign **both**, since the original cannot be returned once it has been processed by our office. (Also, if you would like to keep a copy of the MTA for your own personal files, please ensure that one is made before sending the completed agreement to Penn.)
3. Please ensure that all fields are completed accurately. An incomplete form will **significantly** delay the processing of your MTA.
4. Please note that the MTA must be signed by the receiving laboratory's Principal Investigator. The MTA should not be signed by students or postdoctoral researchers or fellows.
5. This MTA is only for use by **academic** and **non-profit** institutions, including government agencies. Corporations must contact the Center for Technology Transfer at the University of Pennsylvania (contact information below).
6. Materials are provided without a fee. However, we require that you provide either a FedEx or UPS account number which may, at the discretion of the Penn investigator, be used to cover the cost of shipping the materials.
7. Please include a cover letter containing a brief summary of your intended research involving the materials, if requested by the Penn Investigator.

For any questions regarding this Material Transfer Agreement, please contact:

Andrew Liken Ph.D.
Material Transfer Coordinator
Phone: 215.898.9757
Email: liken@ctt.upenn.edu
Fax: 215.898.9519

***Note to Recipient Institution's Authorized Representative:**

Please note that the University of Pennsylvania is also a signatory to the Universal Biological Material Transfer Agreement (UBMTA).

MATERIAL TRANSFER AGREEMENT
between a Non-Profit Research Institution (Recipient)
and The Trustees of the University of Pennsylvania (Penn)

RECIPIENT INSTRUCTIONS: 1) Recipient Investigator must fill in this form completely and accurately. 2) Recipient Investigator **and** Recipient Institution's authorized representative must **both** sign below. 3) **One** fully executed copy of this agreement must to be returned to Penn's address (below) before the materials can be released:

Penn's Address: Center for Technology Transfer University of Pennsylvania 3160 Chestnut Street, Suite 200 Philadelphia, PA 19104-6283 Attn: MTA	Recipient Institution's Name and Address: _____ _____		
Penn Investigator's Name (please print): _____	Recipient Investigator's Name and Address* (please print): _____ _____		
Phone Extension and E-mail Address: _____	_____ <p style="text-align: right; font-size: small;">*Will be used as Shipping Address</p>		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Penn Department:</td> <td style="width: 50%; padding: 2px;">Request Date:</td> </tr> </table>	Penn Department:	Request Date:	Recipient Investigator's Phone, Fax and E-mail Address: _____
Penn Department:	Request Date:		

The material listed below, which includes (a) any know-how or data provided by Penn and (b) any substance that is replicated or derived unmodified from the material, is proprietary to Penn and is provided on a non-exclusive basis. The material will be used only for teaching or not-for-profit research purposes at Recipient's facilities. **THE MATERIAL WILL NOT BE USED IN HUMANS.** Recipient will use, store and dispose of the materials in compliance with all applicable laws and regulations, such as EPA, FDA, USDA and NIH guidelines. The material will not be further distributed to any person other than laboratory personnel under Recipient Investigator's direct supervision. Recipient will refer to Penn any additional requests for material. Penn may elect not to distribute any further material. Recipient will acknowledge the source of the material in any publications reporting use of the material and will provide Penn with a copy of the text. No rights under any patent are granted to Recipient under this agreement. Recipient will promptly notify Penn in writing at Penn's address if any invention, patent application or product arises from the use of, or is derived from, the material. The material is experimental in nature and may have hazardous properties. **THE MATERIAL IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** Unless prohibited by law, Recipient assumes all liability that may arise from the use, storage or disposal of the material, and in no event will Penn be liable. Penn may elect to terminate this agreement if Recipient breaches any term. Upon termination, Recipient will return to Penn all unused portions of the material. **(Additional Terms: Mouse Transfer*; Transfer to the NIH**)**

Description of material: _____ _____
Recipient Investigator's FedEx or UPS Account Number: _____

BY SIGNING BELOW, WE ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT WE AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Recipient Investigator	Date	Authorized Representative of Recipient Institution	Date
------------------------	------	--	------

Once Penn's Center for Technology Transfer has received a fully executed original of this agreement, Penn will authorize the investigator to release the material.

***FOR MOUSE TRANSFERS:** Recipient acknowledges that it may generate cross-bred mice that will incorporate Penn's proprietary allele originally harbored by the above-referenced mouse. It is recognized that both Recipient and Penn have rights to the progeny cross-bred mice. Recipient may transfer such cross-bred progeny mice to non-profit institutions under the terms of a material transfer agreement that notifies the non-profit institution of the existence of Penn's rights to the cross-bred mice. Recipient will not transfer such cross-bred mice to for-profit institutions for any purpose or to other institutions for research providing for the direct benefit of any for-profit institution without the prior written consent of Penn.

****FOR TRANSFERS TO THE NIH:** It is noted that the Recipient, as an agency of the United States, assumes liability only to the extent as provided under the Federal Tort Claims Act, 28 USC, Chapter 171.