**UCSF INNOVATION VENTURES - OFFICE OF TECHNOLOGY MANAGEMENT**

**NON-PROFIT MATERIAL TRANSFER AGREEMENT**

[Date]

[Name of recipient principal investigator]

[Title]

[Institution]

[Address of recipient principal investigator]

Dear Dr. \_\_\_\_\_\_\_:

Per your request, in my capacity as a faculty member of the University of California San Francisco ("UCSF"), I would like to make available to you (“Recipient Scientist”), the Biological Material described below:

Description of Biological Material:

Providing Principal Investigators: Drs. Scott Kogan and Rose Ann Padua

The Biological Material is provided to you for non-clinical, non-commercial research purposes. You may not use the Biological Material for use with human subjects, including diagnostic testing. You agree to use the Biological Material in compliance with all applicable statutes and regulations including, but not limited to, laws governing the use of hazardous or radioactive materials and the care of laboratory animals. If the use of the Biological Material results in one or more scientific publications, you should acknowledge me as the provider of the Biological Material as appropriate under academic standards and custom.

You shall not distribute the Biological Material, its progeny, or any genetically engineered or mutated modification which is substantially based on or incorporates an essential element of the Biological Material to any other individual or entity without the prior consent of UCSF.

Your institution (“Recipient Institution”) warrants that it is a non-profit academic/research institution.

This agreement shall in no way be construed as an assignment of UCSF’s interest in the Biological Material or other proprietary rights. Nothing in this Agreement grants to either institution any rights to the other party’s intellectual property except as explicitly set forth herein.

Because the Biological Material is experimental in nature, PLEASE NOTE THAT IT IS PROVIDED WITH NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES. To the extent permissible by the applicable laws, the Recipient Institution agrees to hold UCSF, Howard Hughes Medical Institute, if applicable, and their respective trustees, regents, directors, employees and agents, harmless from any claims, suits, or losses due to or arising from your use of the Biological Material.

Sincerely,

AGREED AND ACCEPTED BY PROVIDING INSTITUTION:

Authorized Official Name:

Title:

Providing Institution: The Regents of the University of California

Address: 600 16th Street, Suite S272, San Francisco, CA 94143

Signature & Date:

READ AND UNDERSTOOD BY RECIPIENT SCIENTIST:

Name:

Title:

Address:

Signature & Date:

AGREED AND ACCEPTED BY RECIPIENT INSTITUTION:

Authorized Official Name:

Title:

Recipient Institution:

Address:

Signature & Date: