



LOUISIANA STATE UNIVERSITY AGRICULTURAL CENTER MATERIALS TRANSFER AND USE AGREEMENT

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College through the LSU AgCenter, a public constitutional corporation, organized and existing under the laws of the State of Louisiana ("LSU"); and _____, a _____ company, organized and existing under the laws of _____, ("User") enter into the following Agreement effective the _____ day of _____, 20____.

1. DEFINITION

1.01 "**Material**" means any _____ provided by LSU AgCenter and developed in the laboratories of _____; as well as all natural or engineered variants, or derivatives of the above; as well as any product expressed or produced by or through the use of any of the above; as well as any other **Material** that results from, or whose derivation can be traced to, any of the above.

2. CONDITIONS OF USE

2.01 User shall make no use whatsoever of any **Material**, except as expressly permitted by this agreement. User shall comply with all applicable laws, rules, and regulations concerning the use of the **Material**, and shall use suitable containment conditions.

2.02 User may use **Material** only for academic or other noncommercial research purposes to determine if User is interested in the commercial development and sale of **Material**. This is the sole purpose for which **Material** may be used.

2.03 User shall not provide samples of any **Material** to any other party. User shall take reasonable precautions to prevent third parties from gaining access to any **Material**.

2.04 No patent license or other license of any LSU rights is granted to User by this Agreement. If User wishes to use any **Material** for any purpose other than academic or other noncommercial research in the field defined in section 2.02, User shall notify LSU in writing that User wishes to negotiate a license for such a use. LSU shall have no obligation to grant such a license, nor shall LSU have any obligation to negotiate for such a license.

2.05 User shall require all personnel or employees of User who use or who are likely to use any **Material** to read this Agreement, and to acknowledge this Agreement by signing in the appropriate spaces below. User shall promptly send a new copy of this Agreement to LSU after each such new

signature is added.

2.06 If LSU has grounds to suspect that User has violated the terms of this Agreement, then upon notice from LSU, User shall immediately transfer to LSU (or destroy) all **Materials** in User's possession, custody, or control.

2.07 User may not assign, transfer, or Sublicense any rights under this Agreement.

3. CONFIDENTIALITY

3.01 “**Confidential Information**” shall mean: (1) any written communications between the parties concerning the **Material** that is clearly marked “**CONFIDENTIAL INFORMATION**” in bold letters in conspicuous locations, and (2) any oral communications between the parties concerning the **Material**, provided that the substance of the oral communication is reduced to writing with the writing clearly marked “**CONFIDENTIAL INFORMATION**” in bold letters in conspicuous locations, and with the writing thus marked delivered to all personnel of the receiving party to whom the oral disclosure was made within sixty (60) days of the initial oral disclosure.

3.02 Except as otherwise provided in this Agreement, each party agrees to hold in confidence all Confidential Information disclosed by the other party. Neither party shall be obligated to maintain the confidentiality of its own Confidential Information, except to the extent that the disclosure of a party's own Confidential Information has the effect of incidentally disclosing the other party's confidential information as well.

3.03 These obligations of confidentiality shall apply for a period of three (3) years from the date of each disclosure, and shall survive the termination or expiration of this Agreement unless or until such Confidential Information: (a) is in the public domain or thereafter becomes part of the public domain through no fault or act of the receiving party; or (b) is known by the receiving party prior to disclosure by the disclosing party; or (c) is subsequently disclosed to the receiving party by a third party having a legal right to do so, without restriction; or (d) is required to be disclosed by a court or government agency, provided that the disclosing party is given reasonable notice under the circumstances and the opportunity to contest the required disclosure.

3.04 The separately signed Confidentiality Agreement is hereby acknowledged and incorporated by reference. In the event of an irreconcilable ambiguity between this document and the separately signed Confidentiality Agreement, the terms of the separately signed Confidentiality Agreement shall control.

4. INDEMNIFICATION

4.01 User shall bear all risks to itself or to anyone else for any liability or damage resulting from or related in any way to User's use of any **Material**. User shall defend, indemnify, and hold harmless LSU, LSU's agents, and LSU's employees from any and all liabilities or damages, including attorneys fees, arising out of or related in any way to User's use of any **Material**, or arising out of or related in any way to any breach of this Agreement.

5. NO WARRANTY

5.01 LSU makes no warranty or representation whatsoever concerning any **Material**, concerning the fitness of any **Material** for the purpose for which intended or for any other purpose, or concerning the freedom of any **Material** from infringement of patent rights or other rights held by third parties.

6. PUBLICATION

6.01 Each party reserves the right to publish its own findings regarding use of Materials subject to the following conditions:

(a) Publications and/or oral disclosure of subject inventions or findings shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED said patent protection shall be promptly and diligently sought; and (b) Publication by User of test results obtained using Material supplied by LSU shall be subject to the prior written approval of LSU, provided that such prior approval by LSU shall not be unreasonably withheld.

7. NOTICES

7.01 Any notices or other correspondence under this Agreement shall be mailed as follows:

LSU (Technical Matters):

LSU (Business Matters):

For User (Technical Matters):

For User (Business Matters):

8. MISCELLANEOUS

8.01 The term of this Agreement shall terminate one year from the effective date. The Agreement may be terminated earlier by either party, with or without cause, on thirty (30) days written notice. Termination of the Agreement for any reason shall not excuse either party from the performance of any obligation outstanding on the date of termination. Upon termination of the Agreement for any reason, on LSU’s written request and at LSU’s option User shall promptly either return all **Material** to LSU or destroy all **Material**.

8.02 This Agreement constitutes the entire understanding of the parties concerning its subject matter. Any modification or amendment to this Agreement shall not be effective unless and until reduced to writing and signed on behalf of both LSU and User.

8.03 In the event that any one or more of the provisions, or parts of any provisions, contained in this Agreement for any reason shall be held to be unenforceable, invalid or illegal in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remaining provisions of this Agreement shall remain valid and binding.

8.04 This Agreement is and will be deemed to have been made in Baton Rouge, Louisiana, the parties agree to submit to the jurisdiction of the courts of the State of Louisiana, and the LSU and the User agree that any dispute will be governed by, construed and enforced in accordance with the applicable laws of the State of Louisiana without regard to conflicts of law principles.

SIGNATURES

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____

By: _____

Date: _____, 20__

Date: _____, 20__
