

CALIFORNIA STATE UNIVERSITY, LONG BEACH
BIOLOGICAL MATERIAL TRANSFER AGREEMENT

I. DEFINITIONS:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified below.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED MATERIAL: The name and address of this party will be specified in an implementing letter.

(iii) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

(iv) in the event the RECIPIENT terminates this agreement, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9, and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated below.

16. The RECIPIENT agrees to assume full responsibility for the MATERIAL from the moment the MATERIAL leaves the care and control of the PROVIDER.

17. The authorizing party from the University must have the authority to commit the University to assume full liability for the MATERIAL according to the terms and conditions of this document.

4. Signatures

PROVIDER ORGANIZATION

Recipient Investigator/Scientist:

Name:

Title:

Full Address:

Telephone Number:

FAX Number:

Email:

Signature:

Date:

CSULB Campus Biosafety Officer:

Name:

Title:

Full Address:

Telephone Number:

FAX Number:

Email:

Signature:

Date:

University Authorization (Director for Research Integrity and Compliance or the Associate Vice President for Research & Sponsored Programs):

Name:

Title:

Full Address:

Telephone Number:

FAX Number:

Email:

Signature:

Date: