

This agreement is made between the University of South Alabama, 307 University Boulevard, Mobile, AL 36688 (hereinafter "USA") and (insert company name and address) _____ (hereinafter "COMPANY") in response to a request from _____ ("COMPANY SCIENTIST") for biological research materials owned by USA and developed by _____ ("USA SCIENTIST"), of the University of South Alabama and owned by USA, which are described as _____ ("MATERIAL")

For the purposes of this Agreement, "MATERIAL" includes any progeny, derivatives, mutants, or replicated forms of the transmitted MATERIAL, and any cells, tissues or other substances created by COMPANY which contain the transmitted MATERIAL.

MATERIAL is proprietary to USA, shall remain the sole property of USA, and is provided to COMPANY solely for internal research and/or evaluation purposes. Except as expressly provided herein, no right or license under any USA patent, patent application or other intellectual property is granted or implied as a result of transmission of MATERIAL under this Agreement.

MATERIAL is experimental in nature and IS NOT FOR USE IN HUMANS. MATERIAL shall be used solely under the direct control and supervision of COMPANY SCIENTIST at COMPANY facilities. MATERIAL shall not be made available to any person, location or entity outside

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