

MATERIAL TRANSFER AGREEMENT

COMMERCIAL

THIS MATERIAL TRANSFER AGREEMENT (the "Agreement"), effective as of the last date of signature below ("Effective Date"), by and between The Regents of the University of California, through the Ernest Orlando Lawrence Berkeley National Laboratory, One Cyclotron Road, Berkeley, California 94720 ("Berkeley Lab"), and the entity listed below ("Recipient"):

Company Name: _____	
Name of responsible Recipient employee: _____	
Title or position: _____	
Address: _____	
Tel: _____	E-mail: _____

"Material" means material provided by Berkeley Lab to Recipient consisting of _____, and its progeny and unmodified derivatives, developed under Berkeley Lab's management and operation contract with the U.S. Department of Energy.

"Purpose of Transfer" means the use of the Material in connection with research on _____.

"Term" means _____ from the Effective Date of this Agreement.

With regard to Material, Recipient hereby agrees:

- (1) not to use Material except to the extent required to accomplish the Purpose of Transfer;
- (2) not to transfer Material to others (except to its employees with a need to know and who are bound by the terms of this Agreement) without the express written permission of Berkeley Lab;
- (3) to safeguard Material against disclosure and transmission to others with the same degree of care as it exercises with its own materials of a similar nature;
- (4) to inform Berkeley Lab of research results related to the Material;
- (5) to promptly disclose to Berkeley Lab any invention that results from research involving the Material that may be commercially useful;
- (6) at Recipient's expense, to destroy or return, as directed by Berkeley Lab, all Material upon expiration of the Term;
- (7) in any publication resulting from research conducted using the Material under this Agreement, to acknowledge the scientist at Berkeley Lab who provided the Material;
- (8) *that the Material is experimental in nature, and is provided by Berkeley Lab "as is" without warranty of any kind, express or implied. Berkeley Lab makes no representation that the use of the Material will not infringe any patent or other proprietary right. Recipient hereby agrees to defend, indemnify and hold harmless Berkeley Lab and the U.S. Government and its agencies from any claims or liabilities*

which might arise as a result of Recipient's use of the Material;

- (9) that the furnishing of Material to Recipient constitutes neither any transfer of ownership nor any grant or license to Recipient under any patent or other proprietary rights now or in the future held by Berkeley Lab.
- (10) This Agreement embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.
- (11) This Agreement shall be interpreted and enforced under the laws of California, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than California. Each party shall abide by the applicable U.S. export control and sanction regulations.
- (12) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail shall be deemed to be original signatures.

Signature page as follows below

RECIPIENT

By: _____
(Authorized Representative)

Name: _____

Title: _____

Date: _____

ERNEST ORLANDO LAWRENCE
BERKELEY NATIONAL LABORATORY

By: _____

Name: _____

Title: _____

Date: _____

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