**INSTRUCTIONS FOR USING THE**

**UCSF NON-PROFIT MATERIAL TRANSFER AGREEMENT**

UCSF principal investigators can use this MTA for transfers if **ALL** of the following criteria are met:

* The recipient institution is a non-profit academic research institution.
* The material to be transferred was developed in the providing PI’s lab at UCSF.
* There are no [third party rights](https://innovation.ucsf.edu/office-technology-management-faqs#What-are-third-party-rightsobligations) to the material.

Notes:

If you are transferring human materials that may be linked to patient information, do not use this form and visit our [MTA page](https://innovation.ucsf.edu/material-transfers) for more information.

If the above conditions are not met, contact us at mta@ucsf.edu for assistance.

**How to Use this Form:**

1. Fill in the date and name and address of recipient PI.
2. Fill in the blanks. Include the complete name of the Biological Material in the description. If the material is related to an invention disclosed to the UCSF technology management group, include the relevant case number.
3. Send the MTA draft to the requestor for review. Do not sign the MTA until after the recipient's technology transfer office has approved and signed the MTA.
4. If the recipient’s technology transfer office requests any changes to the MTA, send the request to mta@ucsf.edu for review and approval.
5. Once signed by all parties, send a PDF copy of the executed MTA to mta@ucsf.edu.

**UCSF OFFICE OF INNOVATION, TECHNOLOGY & ALLIANCES**

**NON-PROFIT MATERIAL TRANSFER AGREEMENT**

[Date]

[Name of recipient principal investigator]

[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 Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_

UCSF Case Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Providing Principal Investigator

Name:

Title:

Address:

READ AND UNDERSTOOD BY RECIPIENT SCIENTIST:

Name:

Title:

Recipient Institution:

Address:

Signature & Date:

RECIPIENT INSTITUTION APPROVAL:

Authorized Official Name:

Title:

Recipient Institution:

Address:

Signature & Date: