

AGREEMENT
FOR MATERIAL TRANSFER

Walter Reed Army Institute of Research ("Recipient")

And

("Provider")

With respect to Provider furnishing the following research materials: Lyophilized Human Plasma: "*Trade Name or description*" (Materials) and/or information relating to them, including data generated under this Agreement (Information), the parties agree as follows:

1. Recipient agrees that the Materials and/or Information will be used for the following purposes only: The Army is seeking to fund advanced development research supporting FDA approval of a lyophilized human plasma through BAA-06-1 Supplement 2. In addition to the pre-proposal, respondents (Providers) are requested to provide 3 units of sample product produced in separate lyophilization runs (Material) to support the Recipient's evaluation of the Provider's product for suitability for Army use, the maturity of the product and manufacturing lines; and the comprehensiveness and feasibility of the development plan. The Materials will be tested at the Recipient's cost at the Walter Reed Army Institute of Research for the following characteristics: Prothrombin Time (PT); Activated Partial Thromboplastin Time (aPTT); Thrombin Time (TT); Fibrinogen; Activity level of Factors II, V, VII, VIII, IX, X, XI, XII, Protein C, Protein S, Plasminogen, Antithrombin III (AT III), and α 2-antiplasmin (plasmin inhibitor); pH; partial pressure of oxygen and carbon dioxide; sodium; potassium; chloride; and osmolality. The results will be used to verify the data supplied by the Provider. Any discrepancies will be discussed with the Provider prior to proceeding with the evaluation. Frozen samples will be offered to the Provider to assist in clarifying the cause of any discrepancies. The Materials and/or information shall not be sold, offered for sale, used for commercial purposes, or be furnished to any other party by Recipient without advance written approval from the Provider's official signing this Agreement or from another official to whom the authority has been delegated.
2. Any intellectual property rights to the Materials in existence prior to this Agreement, or potential rights, such as issued patents, patent applications or invention disclosures are retained by the Provider.
3. The Recipient shall maintain in confidence all Information relating to these Materials and shall not disclose Information to others without specific written permission, in advance, unless required to by law. In any event, the Recipient agrees to promptly communicate any third party request for information.

4. When the Materials or Information are no longer being used for the purposes described above, in accordance with this Agreement, all Materials will be destroyed or handled in another manner as directed in writing by the Provider.
5. Recipient agrees to report in a timely manner the results of the tests of the Material to the Provider.
6. The Materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. No indemnification for any damages is intended or provided under this Agreement. Each party shall be responsible for any damages it incurs as a result of its activities under this Agreement.
7. The non-Federal party to this Agreement agrees to make no claim or inference regarding this Agreement, the Materials or its products, which implies governmental endorsement or recommendation.
8. The construction, validity, performance, and effect of this Agreement shall be governed for all purposes by the laws applicable to the United States Government.
9. The Provider may terminate this Agreement unilaterally at any time by giving the Recipient written notice.

This Agreement is effective as of the last date of signature of all authorized officials of the parties and shall be effective for 1 year. This Agreement may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, which may be by facsimile signature, each of which when executed and delivered, by facsimile transmission, mail, or email delivery, will be an original and all of which will constitute but one and the same Agreement.

(Organization Title)

(Signature)

Date

(Typed Name)

(Title)

(Organization Title)

(Signature)

Date

(Typed Name)

(Title)