

CLEMSON UNIVERSITY  
MATERIAL TRANSFER AGREEMENT  
(Clemson University as Provider)

Clemson University, a South Carolina public, post-secondary education, research, and service institution with business offices at Clemson University, Clemson, South Carolina (hereinafter, the 'Provider') hereby agrees to provide to (scientist) \_\_\_\_\_  
at (institution) \_\_\_\_\_  
(hereinafter the 'Recipient') materials described as Roslin Green GFP Chicken Eggs for use by Recipient for Research only, subject to the following terms and conditions.

**BACKGROUND**

- (A) The University of Edinburgh (Roslin Institute) has developed fertile eggs from a fluorescent reporter transgenic chicken line.
  - (B) The Provider has entered into a material transfer and distribution agreement with The University of Edinburgh (Roslin Institute) in relation to the distribution of such materials.
  - (C) The Recipient has requested a supply of the materials for the purposes of carrying out non-clinical, non-commercial research.
1. The University of Edinburgh retains ownership of the materials and all technology and information related thereto; recipient may not transfer any material, technology, or information supplied by Provider to any third party without the express, written permission of Provider and the University of Edinburgh.
  2. Material provided is to be used for research and development purposes as described above, and material shall not be directly incorporated into or be a part of any commercial product manufactured, produced, or developed by Recipient. Recipient may not hatch eggs, maintain live birds or establish breeding flocks without express permission of the Roslin Institute at the University of Edinburgh.
  3. Material shall not be used in research involving the use of human subjects.
  4. Recipient will appropriately, publicly acknowledge the use of materials and technology supplied by Provider. Furthermore, Recipient agrees that any publication of such results shall include an appropriate acknowledgment that the University of Edinburgh is the original provider of the materials and Recipient agrees to provide to the University of Edinburgh a complimentary copy of any manuscript prepared by Recipient's personnel when it has been accepted for publication. The correct reference for the GFP embryos is: McGrew, M.J., Sherman, A., Lillico, S.G., Ellard, F.M., Radcliffe, P.A., Gilhooley, H.J., Mitrophanous, K.A., Cambray, N., Wilson, V. and Sang, H. (2008) "*Localised axial progenitor cell populations in the avian tail bud are not committed to a posterior Hox identity.*" Development 135, 2289-2299.
  5. This Material Transfer Agreement does not constitute or create a license or option agreement or any other right in Recipient for the use of any technology, intellectual property, whether patented, patentable or not, or information owned or developed by Provider, nor does it in any way restrict provider from making any or all of the material, technology, and information hereby transferred available to any third party.
  6. Recipient acknowledges that **THE MATERIAL PROVIDED IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXPRESS OR IMPLIED. FURTHER, PROVIDER AND THE**

**UNIVERSITY OF EDINBURGH MAKE NO REPRESENTATION OR WARRANTY THAT ANY USE OF THE MATERIAL OR TECHNOLOGY WILL NOT INFRINGE ON ANY PATENT OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**

7. Each party hereby assumes any and all risks of personal injury, property damage and infringement of any United States patent and/or copyright attributable to the negligent acts or omissions of its officers, employees, or agents in accordance with the laws of the State of South Carolina. Neither party by reason of this agreement shall be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for any action arising from this agreement.
8. Recipient agrees to pay Provider a fee for costs of preparing and shipping the material.
9. Unless otherwise noted herein, Recipient is authorized to use the materials for Research Only. At the conclusion of the use of the material for any reason, Recipient, at Provider's request will either return all unused material to Provider or will destroy all unused material and certify such destruction to Provider.
10. Recipient will comply with all federal, state, and local laws, rules, and regulations affecting the use of the material in any manner.
11. Failure to comply with any of the terms and conditions hereof constitutes a material breach of this Agreement for which Provider may require Recipient to cease use of the materials and technology and to return or destroy all unused materials as provided in "10," above.
12. Recipient certifies that its designated representative identified hereinbelow by name and signature is authorized to accept legally the materials hereby transferred.
13. Provider hereby certifies that it may legally transfer the described materials to a qualified recipient.

Authorized signature for Clemson University:

Authorized signature for Recipient:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

Provider Scientist:

Recipient authorized to receive materials:

\_\_\_\_\_  
Name:  
Title:  
  
Date:

\_\_\_\_\_  
Name:  
Title:  
  
Date:

Completed forms may be submitted to: Susan Chapman via email  
Clemson University  
Office of Sponsored Programs  
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Clemson, SC 29634-5702  
Attn: Melanie Trotter, Contracts Administrator