MATERIALS EVALUATION AGREEMENT

This Agreement, effective as of [month] [day], [year] (the “Effective Date”), is between the University of Massachusetts (“University”), a public institution of higher education of the Commonwealth of Massachusetts, as represented by its [location] campus, and [name of company] (“Company”), [corporate identity of sponsor] e.g., a Delaware corporation.

University agrees to transfer certain chemical entities to Company under the conditions set forth below.

1. The Materials being transferred to Company are those described on Exhibit A, plus any other compounds as mutually agreed by the parties from time to time, which compounds shall be added to Exhibit A (the “Materials”).

2. The Materials will be used by Company solely for the purpose of conducting the test listed on Exhibit B (the “Materials Test”). Company will complete its testing of the Materials within [Number] (#) days following its receipt of such materials. The Materials will not be used for any other purpose, including without limitation any treatment, diagnostic, research, or evaluation purpose.

3. Company shall not transfer the Materials to any third party, except that Company may contract with a mutually agreed upon third party to conduct the Materials Tests, but the third party must also be bound by all of the terms of this Agreement.

4. Within thirty (30) days following the conclusion of the Materials Tests, Company will provide a full and complete report of the procedures, results, and conclusions of such Tests to University. Company shall permit University to use any of the data (including the results and a description of the experimental procedures or protocols used to obtain the results) freely and for any purpose; but University shall not reveal that Company participated in the studies without the prior written consent of Company.

5. The report and the results and conclusions of the Materials Tests shall not be disclosed by Company to any third parties without the prior written consent of University, and Company shall take such measures to protect the report and the results and conclusions as it uses to protect its own proprietary information.

6. University shall remain the exclusive owner of the Materials, and all patents, copyrights, trade secrets, and other intellectual property rights thereon or derived therefrom and made by employees of Company, and it is understood that this document and/or the undertaking of the Materials Tests by Company in no way grants to Company (i) a license to make, use, or sell the Materials under any patent owned by University or (ii) a sublicense under any license held by University.

7. At the conclusion of the Materials Tests, Company will at the instruction of University either return or destroy all unused Materials.
8. Any Materials delivered pursuant to this Agreement are understood to be experimental in nature and may have hazardous properties. University MAKES NO REPRESENTATIONS, AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.

9. Company assumes all liability for damages that may arise from its use, storage or disposal of the Materials. University will not be liable to Company for any loss, claim or demand made by Company, or made against Company by any other party, due to or arising from the use, storage, or disposal of the Materials by Company, and Company agrees, to the extent allowed under applicable law, to defend, indemnify and hold University harmless from and against any such losses, claims or demands, except to the extent caused by the gross negligence or willful misconduct of University.

The Parties hereby cause this Agreement to be executed as a sealed instrument governed by the laws of the Commonwealth of Massachusetts.

UNIVERSITY OF MASSACHUSETTS

__________________________________
By: ________________________________  By: ________________________________
Name:  
Title: