

“SHRINK-WRAP” MATERIAL TRANSFER AGREEMENT

CRITERIA

Before preparing this form, the Provider Scientist should make sure that all of the following apply:

- The Recipient Organization is a non-profit academic or research institution that will use the Material for non-commercial, academic or research purposes ONLY (for the purpose of using “Shrink-Wrap” MTA, “non-commercial” shall not include research sponsored by a for-profit entity);
- The Recipient Organization will not be charged a fee or any other financial consideration for the Material (except for direct payment of shipping costs, if desired);
- The Material was created at Cornell University under the supervision of a Cornell University Principal Investigator and the Cornell University Principal Investigator consented to the transfer;
- The Material is not a controlled substance, is not and does not contain a Select Agent as listed in the US National Select Agent Registry¹, and it does not contain pathogens or other harmful biological agents subject to special guideline procedures;
- The Material does not contain in whole or in part any material(s) that a Cornell University investigator received from another party under an agreement (such as a Material Transfer Agreement, Collaborative Research Agreement, Sponsored Research Agreement, Confidentiality Agreement, purchase agreement of research reagent vendors, etc.) that prohibits the redistribution or further transfer of such material(s);
- The Material has NOT been licensed by Cornell to another party exclusively;
- The Material is NOT described in, or a part of, a previous Invention Disclosure that Cornell is or will be protecting or has protected under one or more patents or pending patents;
- If the Material is derived from a patient, all the required IRB approval and the necessary patient consent forms have been properly secured and on record;
- The Material is not, in whole or in part, a human embryonic stem cell, a human embryonic stem cell line, a human pluripotent stem cell line, or a derivative thereof; and
- The Material is not to be used in the derivation of human embryonic stem cells, human embryonic stem cell lines, or human pluripotent stem cell lines.

If the situation does not meet all of the criteria above, the Provider Scientist should contact mta-ctl@cornell.edu to request an MTA.

¹ <http://www.selectagents.gov/Select%20Agents%20and%20Toxins%20List.html>

Researchers may obtain further assistance from Environmental Health and Safety in Ithaca at 607-255-8200 and at WCMC at 212-746-6201.

INSTRUCTIONS

If all the above criteria are met:

1. The Provider Scientist clicks on the blue boxes to enter the required information (including the blue box for your name at the bottom), then prints the form, signs it, and provides it to the Recipient Scientist as a scan, fax, or hard copy.
2. The Recipient Scientist completes the bottom section, and then return the form to the Provider Scientist.
3. The Provider Scientist sends a copy of the completed Shrink Wrap to CTL and ships the Material to the Recipient Scientist.

RECIPIENT SCIENTIST, PLEASE SIGN AND RETURN TO THE PROVIDER SCIENTIST AT CORNELL

PROVIDER SCIENTIST, PLEASE SEND A FULLY-SIGNED COPY TO:

CENTER FOR TECHNOLOGY LICENSING AT CORNELL UNIVERSITY

ATTN: MTA COODINATOR, 395 PINE TREE ROAD, SUITE 310, ITHACA, NY 14850

E-mail: mta-ctl@cornell.edu / Tel: 1-607-254-4815 / Fax: 1-607-254-5454

(Agreement updated: March 2015)

“SHRINK WRAP” MATERIAL TRANSFER AGREEMENT

Date:
Recipient Scientist:
Recipient Organization:
Address:

E-mail Address:

Dear _____,

Per your request, I am making available to you, under the terms of this Agreement, the research material described below (hereinafter “Material”):

Description of Material:

Laboratory of Origin:

The Material is provided for non-clinical, non-commercial research purposes only. Do not distribute the Material, including any progeny or derivatives thereof, to any other individual or entity without Cornell’s prior written consent.

The Material is experimental in nature, and must not be used on human subjects. **THE MATERIAL IS BEING SENT TO YOU WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and Cornell University or its employees have no liability in connection with its use.

If you agree with the above, please sign and return a copy of this letter to me for my laboratory records and I will promptly ship the Material to you.

Sincerely,

(Signature of Provider Scientist)

(Name of Provider Scientist)
(Provider Scientist’s Address)

AGREED AND ACCEPTED:

Signature of Recipient Scientist: _____

Printed Name of Recipient Scientist: _____

Date: _____

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