

All provisions contained in this document are expressly non-binding, are set out for discussion purposes only and are part of the ongoing negotiations between University of Maine System and DuPont. There is no legal or other commitment by any party as to any of the provisions in this document unless and until the necessary internal approvals have been given and a formal written agreement has been signed by authorized signatories of both parties.

UNIVERSITY OF MAINE SYSTEM MATERIAL TRANSFER AGREEMENT

In accepting the following materials developed and owned by **UNIVERSITY OF MAINE SYSTEM**, a body politic and corporate and an instrumentality and agency of the State of Maine, acting through the University of Maine, ("UMS"), provided by UMS, and described as _____ (hereafter referred to collectively as the "Material"), _____ (the "Recipient") hereby agrees to the following terms and conditions:

1. All restrictions and obligations of this Agreement relate to the Material together with any progeny, mutants, derivatives, or replicated forms thereof, and all cells and tissues containing the Material, including any replicated forms and derivatives thereof, and any proprietary information regarding the Material, which, if provided in writing, shall be marked "Confidential", and if provided orally, shall be summarized in writing within 30 days of the disclosure, marked "Confidential" and provided to the Recipient.
2. The Material is to be used only at Recipient's facilities by Recipient's principal investigator, _____ (the "P.I."), and by individuals working under the P.I.'s direction. The Material will be used solely for the purpose of _____.
3. No specimen of the Material will be given or made available to any other person, institution, firm or corporation without the expressed written consent of UMS.
4. This permission to use the Material shall be restricted to Recipient's internal research use only. The Material may not be used commercially or for research that is subject to consulting or licensing obligations to another commercial organization whether or not such obligations presently exist or are entered into in the future unless written permission is obtained from UMS.
5. Recipient will use the Material in compliance with all laws and regulations applicable to the use, storage and disposition of the Material. The Material is experimental in nature, is not for human use, and is provided by UMS on an "as is" basis **WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
6. Except as expressly provided for in Section 7 below, **RECIPIENT** shall not disclose proprietary information or know-how provided in the Material or make available the Material to any other person, institution or firm. Further, except as expressly provided for herein, the **RECIPIENT** shall not use the Material for any commercial benefit or any research purpose. The restrictions and obligations of provisions 6, 7, and 8 of this Agreement shall remain in full force and effect for a period of five (5) years from the date first entered hereinbelow.
7. Any obligation of the **RECIPIENT** as set forth in the preceding paragraph shall not apply to any information, knowledge, data and/or know-how which is:
 - (a) already known to the receiving party at the time of the disclosure;

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- (b) publicly known without the wrongful act or breach of this agreement by the receiving party;
 - (c) rightfully received by the receiving party from a third party on a non-confidential basis;
 - (d) approved for release by written authorization of the disclosing party; or,
 - (e) required to be disclosed by law or judicial action.
8. The RECIPIENT agrees to obligate in writing its employees and/or consultants who shall have access to any portion of the Material to protect the confidential and proprietary nature of the Material under obligations at least as strict those contained in this Agreement.
 9. No right or license under any UMS patent or patent application is granted hereby. Further, UMS does not warrant that the use of the Material will not infringe any valid patent or other proprietary rights or that the Material is safe and without hazards. Recipient assumes all risks associated with their use of the Material.
 10. Recipient will inform UMS of research results related to the Material and will provide UMS with a copy of any proposed publication describing the results or such research at the time the manuscript is submitted for publication.
 11. If Recipient makes an Invention, whether patentable or not, as a result of its use of the Material, it will promptly inform UMS of such Invention. Inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in the research and ownership follows inventorship. In the case of a Joint Invention, the owners of the Joint Invention agree to negotiate a joint invention agreement which shall provide, *inter alia*, for appropriate sharing of patent costs, income, and invention management responsibilities.
 12. Except for provisions 6, 7, and 8, all obligations under this Agreement terminate 30 months from the latest date entered below (the "Termination Date"). On the Termination Date, Recipient must immediately stop using the Material. Within thirty (30) Days of the Termination Date and at UMS's sole discretion, Recipient must either return the Material to UMS or destroy all samples of the Material in Recipient's possession and certify in writing to UMS that it has done so.
 13. This Agreement is entered into in the State of Maine and must be interpreted in accordance with and its performance governed by the laws of the State of Maine, without reference to its conflicts of laws provisions. Any and all litigation relating to this Agreement or the parties' performance hereunder must be in the State Courts of Maine. The parties consent to the jurisdiction of those courts.
 14. The Undersigned, by signing this Agreement, represents that he/she is authorized on behalf of _____ (Recipient) to enter into this Agreement for and on behalf of the Recipient.

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Agreed By:

The University of Maine System

(Company)

Signed: _____
Authorized Representative

Signed _____
Authorized Representative

Name: James S. Ward, IV

Name: _____

Title: Assistant Vice President of Research,
Economic Development and
Government Relations

Title: _____

Address: Dept. of Industrial Cooperation
5717 Corbett Hall, Room 430
Orono, ME 04469

Address: _____

Date: _____

Date: _____

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APPENDIX A.

Detailed Description of Material – Confidential

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