**material transfer agreement**

THIS MATERIAL TRANSFER AGREEMENT (the “Agreement”) is made by and between:

having its business address at:

 (hereinafter " RECIPIENT ") and University of North Carolina - Chapel Hill, a North Carolina corporation having its business address at: 136 E. Rosemary Street, Suite 100, Chapel Hill, NC 27514 (hereinafter " UNCCH”).

UNC-CH is acting on behalf of Cystic Fibrosis Foundation (CFF) and its affiliates, to distribute the requested material. In response to the RECIPIENT’s request for the transfer of **CFTR** **Antibodies** (MATERIAL), UNC-CH is willing to provide such MATERIAL, subject to the following terms and conditions:

1. The MATERIAL is provided for non-clinical, noncommercial research purposes and it is NOT FOR USE IN HUMANS. Under specific situations with proper consent given in writing, UNC-CH, CFF and their designees can use the MATERIAL for assessment of samples obtained during human clinical trials.

1. This Agreement does not restrict UNC-CH’s right to distribute the MATERIAL to other commercial or non-commercial entities.
2. The provision of the MATERIAL to RECIPIENT in no way prevents or restrict UNC-CH’s right to publish any document relating to the MATERIAL
3. The MATERIAL, including any progeny and any genetically engineered modification which is substantially based on and incorporates an essential element of the MATERIAL, will not be further distributed to others without UNC-CH’s written consent. The RECIPIENT shall refer any request for the MATERIAL to UNC-CH.
4. The MATERIAL is to be used with prudence and appropriate caution in any experimental work since not all their characteristics are known. IT IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. The RECIPIENT agrees to release UNC-CH, CFF, their trustees, appointees, employees and agents from any liability in connection with use of the MATERIAL by the RECIPIENT. The RECIPIENT agrees to defend and indemnify UNC-CH, CFF and their trustees, appointees, employees and agents from any and all claims and damages in any way arising from the acquisition, use, storage, and disposal of the MATERIAL by the RECIPIENT, except that, to the extent permitted by law, UNC-CH or/and CFF shall be liable to the RECIPIENT when the damage or liability is the direct result of UNC-CH or/and CFF negligence or legal wrongdoing.
5. UNC-CH has made no investigations regarding patents and thus is not representing that the MATERIAL and RECIPIENT’s use of it are free from liability for patent infringement.
6. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable Federal, State and local laws and regulations, including the National Institutes of Health guidelines.
7. Shipping charges will be assumed by the RECIPIENT.
8. RECIPENT will pay UNC-CH $60 USD per vial for the MATERIAL upon receiving the shipment of the MATERIAL.
9. This Agreement shall terminate five (5) years from the date on which it was executed, unless terminated or extended through written agreements of the parties. Upon termination of this Agreement, the MATERIAL shall be returned to UNC-CH or destroyed as requested by UNC-CH.

AGREED AND ACCEPTED:

**UNC Scientist**  **RECIPIENT Scientist**

Name: Name:

Title: Title:

Signature: Signature:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**UNC** **RECIPIENT Institution**

Authorized Official: Authorized Official:

Name: Name:

Title: Title:

Signature: Signature:

Date: Date:

**Exhibit A: Additional PIs for Institution**

**RECIPIENT Scientist**  **RECIPIENT Scientist**

Name: Name:

Title: Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date:

**RECIPIENT Scientist**  **RECIPIENT Scientist**

Name: Name:

Title: Title:

Signature: Signature:

Date: Date:

**RECIPIENT Scientist**  **RECIPIENT Scientist**

Name: Name:

Title: Title:

Signature: Signature:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_