

Lemur Conservation Foundation

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (“MTA”) is effective on the date of the last signature of the parties. By execution of this MTA, the parties agree to the following terms and conditions.

1. PARTIES. The parties to this MTA are: the Lemur Conservation Foundation (LCF) and _____ (“Recipient”).

2. BACKGROUND INFORMATION. Recipient has requested a sample of Material (defined below) for use in the research described in the Myakka City Lemur Reserve (MCLR) Research Proposal # _____ or Appendix A if not conducted at the MCLR (“Research”). Research is to be conducted by Recipient. LCF is willing to provide Recipient with such Material in exchange for, and subject to, Recipient’s compliance with the terms and conditions stated below.

3. USE OF MATERIAL. “Material” shall mean _____.
Recipient shall use the Material solely for the Research as described in the MCLR Research Proposal or Appendix A. The Recipient will conduct any testing or manipulation of the biomaterial at _____ (“Institution”). The Research shall be conducted solely at MCLR and/or the Institution under the direction of the Recipient. Any use of the Material by Recipient other than as described in the MCLR Research Form requires prior written approval by LCF.

4. COSTS OF TRANSFER OF MATERIAL: Recipient shall bear the costs of packaging, labeling, and shipping the Material to them.

5. COMPLIANCE WITH RULES AND REGULATIONS. Recipient shall be responsible for knowing and fully complying with all federal, state and local laws, rules, regulations and guidelines applicable to the transfer, receipt, possession, storage, use, handling, and disposition of the Material. LCF shall comply with all applicable laws, rules and regulations regarding its packaging, shipping, and labeling of the Material in order to transfer it to Recipient.

6. RESTRICTIONS ON ACCESS; NO FURTHER TRANSFER. Recipient agrees to retain control over the Material, and further agrees not to transfer the Material to anyone other than employees at the Institution under the direct supervision of Recipient to perform the Research, unless Recipient obtains advance written approval from the LCF. Recipient shall refer any third party making a request for a sample of the Material to the LCF and shall not sell, transfer or otherwise distribute the Material to any third party without prior written permission from the LCF.

7. DISPOSITION OF UNUSED MATERIAL. Upon completion of the Research or termination of this MTA, whichever is earlier, Recipient shall contact LCF and comply

with LCF's instructions to either (i) return unused Material to LCF, or (ii) destroy all Material and certify such destruction by written notice to LCF. Recipient shall comply with all applicable laws, rules, and regulations regarding the return or destruction of the Material.

8. RECIPIENT AND INSTITUTION BEAR ALL RISK. Recipient understands and agrees that there are risks inherent in performing experimental research with biological materials, and that the Material may be infectious or otherwise hazardous. In addition to full compliance with all applicable laws, rules, and regulations as provided elsewhere in this MTA, Recipient shall act with due caution and prudence in using and handling the Material. Recipient expressly agrees that he/she bears all risks relating to infection or other hazards presented by their transfer, receipt, use, handling, or disposition of the Material.

9. LIABILITY AND INDEMNITY. LCF shall not be liable to Recipient for any loss, claim or demand of any type whatsoever made by Recipient, or made against Recipient by any other party, relating to or arising from Recipient's transfer, receipt, importation, possession, storage, use, handling, or disposition of the Material. Recipient hereby releases, and agrees to fully defend and indemnify, LCF, its trustees, officers, employees, and agents, with respect to any and all claims, damages, losses, or costs of any type whatsoever that relate to or arise from Recipient's transfer, receipt, importation, possession, storage, use, handling, or disposition of the Material.

10. AMENDMENTS. No modification of this MTA shall be effective unless made in writing and duly executed by an authorized signatory on behalf of each party.

11. TERMINATION. LCF shall have the right to terminate this MTA for any reason whatsoever upon thirty (30) days prior written notice.

12. ENTIRE AGREEMENT. This MTA constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter. This MTA shall be binding on the parties and their respective heirs, successors, and assigns.

13. GOVERNING LAW. This MTA shall be governed and construed in accordance with the laws of the State of Florida, U.S.A., without regard to its conflict of laws principles. Any suit arising under this MTA shall be brought in a court of competent jurisdiction in Manatee County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this MTA to be executed by their duly authorized representative.

LEMUR CONSERVATION FOUNDATION

SIGNATURE: _____ TITLE: _____

PRINT
NAME: _____ DATE: _____

RECIPIENT

SIGNATURE: _____ TITLE: _____

PRINT
NAME: _____ DATE: _____

Appendix A

RESEARCH SUMMARY

If biomaterials are for a research project not conducted at the Myakka City Lemur Reserve and therefore, not subject to review by the LCF IACUC, please submit a summary of the research project below.