

Simple Letter Agreement for Research Materials

TO:

hereafter known as Recipient

This is to acknowledge receipt of your request of _____, seeking use and/or evaluation of the following research materials developed by _____ of the State University of New York at _____.

The Materials requested are:

The Research Foundation of State University of New York (Foundation), acting on behalf of the State University of New York at _____ asks that the Recipient and the Recipient Scientist agree to the following conditions before the Recipient receives the Material.

1. The above Material is the property of the Foundation and is made available as a service to the research community.
2. The Material is not for use in human subjects without written approval of the Foundation.
3. The Material will be used for teaching or not-for-profit research purposes only.
4. The Material will not be further distributed to others without the Foundation's written approval. The Recipient shall refer any request for the Material to the Foundation. To the extent supplies are available, the Foundation or the Foundation's Scientist agree to make the Material available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The Recipient agrees to acknowledge the State University of New York and/or The Research Foundation of State University of New York as the source of the Material in any publications reporting use of it. The Recipient shall not disclose the components, properties, or attributes of the Material in oral or written disclosures without prior written approval of the Foundation.
6. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The Foundation makes no representations and extends no warranties of any kind, either expressed or implied. 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 proprietary rights.
7. The Recipient agrees to indemnify and hold harmless the State University of New York and/or The Foundation against any and all claims, damages, and expenses related to acceptance and use of the Material. The Recipient agrees to reimburse the Foundation for any damages the Foundation may incur resulting from Recipient acceptance and use of the Material. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage, or disposal of the Material.
8. The Recipient agrees to use the Material in compliance with all applicable statutes and regulations.
9. The Material is provided at no cost, or with an optional transmittal fee solely to reimburse the Foundation for its preparation and distribution costs. If a fee is requested, the Materials will be provided at the cost of \$ _____.

If the conditions in this Agreement are acceptable, the Recipient and Recipient Scientist must sign both copies of this Agreement, and return one fully signed copy to the Foundation. The Materials will be forwarded upon receipt of this Agreement.

FOR the FOUNDATION:

Scientist: _____

Campus: _____

Address: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____ Date: _____

FOR the RECIPIENT:

Scientist: _____

Organization: _____

Address: _____

Certification of Recipient Scientist:

I have read and understood the conditions outlined in this Agreement and I agree to abide by them in receipt and use of the Material:

Signature of Recipient Scientist: _____ Date: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____ Date: _____