MATERIALS TRANSFER AGREEMENT

 This Agreement dated and effective \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_, (“Effective Date”) is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Transferee”), a \_\_\_\_\_\_\_\_\_\_\_\_ corporation located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the WiSys Technology Foundation, Inc. (“WiSys”), a Wisconsin nonprofit, nonstock corporation located at 614 Walnut Street, Madison, Wisconsin 53726.

 The materials identified below (the “Materials”), have resulted from the research efforts of Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a professor at the University of Wisconsin - \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“University”), working either alone or together with other researchers at the University (the professor and the other researchers are collectively referred to as “University Researchers”). WiSys, as designated patent management organization for the University, holds, or may hold, a proprietary interest relating to the Materials by assignment. The Materials are identified as follows:

**[IDENTIFY MATERIALS]**

**WiSys Ref: Inventor-P\_\_\_\_\_**

 WiSys understands that Professor \_\_\_\_\_\_\_\_\_\_ may provide to Transferee a sample of the Materials. Transferee agrees to receive the Materials subject to the following obligations and provisions:

 1. Transferee shall receive and use the Materials solely for application of the Materials in Transferee’s research program. Transferee shall use the Materials in compliance with any and all applicable governmental rules and regulations relating to the handling or use of such Materials.

 2. Transferee agrees to cease any use of the Materials for any purpose upon the earlier of ninety (90) days’ notice from WiSys or ten (10) years from the Effective Date, at which time all of the Materials and “Derivative Materials” shall be entirely destroyed, unless provision for their preservation is expressly made by written agreement with WiSys. Derivative Materials as used herein shall mean any other materials or products that are derived from, are produced by use of, or that wholly or partially incorporate the Materials. Transferee agrees that the results of any study of the Materials or information received from WiSys or the University Researchers relating to the Materials (the “Information”) will not be used by Transferee or its employees or agents as the basis for any patent application disclosing or claiming any of the same without the written consent of WiSys.

 3. All Information and Materials supplied by WiSys or University Researchers shall be deemed to belong to WiSys and to have been disclosed or provided to Transferee in confidence. Except as may be authorized in advance in writing by WiSys, Transferee shall retain all Materials in its secure possession and will not transfer possession of such Materials to anyone outside Transferee or its affiliates for any purpose. Transferee agrees to exert its best efforts to preserve the confidential status of the Materials and Information, following procedures with regard thereto at least as stringent as it follows with respect to its own proprietary information. These confidentiality obligations shall not apply to any information that:

 (a) was known to Transferee prior to the receipt of the Materials or Information or that is developed independently of the Materials and Information;

 (b) becomes known to the public not as a result of any action or inaction by Transferee;

 (c) Transferee acquires from a third party who has the right to disclose to Transferee; or

 (d) with respect to the Information other than the Materials, five years have elapsed from the later of the date of this Agreement or the disclosure of the Information to Transferee.

 4. None of the Materials or Derivative Materials will be manufactured by or for Transferee in commercially significant quantities or offered for sale to others without a license to do so from WiSys. It is understood that under this Agreement, no implied or express license is granted by WiSys to Transferee for any of the Materials or Information.

 5. Transferee acknowledges that the Materials are experimental and are supplied to Transferee WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING INFRINGEMENT OF THIRD PARTY RIGHTS. Transferee agrees to rely solely upon its own opinion of the Materials with regard to their safety and suitability for any purpose.

 6. Transferee agrees to waive all claims against WiSys, the University Researchers, and the University of Wisconsin and, except as may be limited by state law governing Transferee, to defend and indemnify any and all of them and their employees or agents from all claims asserted by any third party and any damages and recoveries resulting therefrom arising from the use, storage, or handling of the Materials by or caused or allowed by Transferee. Neither WiSys nor the University Researchers make any representations that the use of the Materials will not infringe any patent or proprietary rights of any third parties.

 7. Transferee understands that Professor \_\_\_\_\_\_\_\_\_\_, WiSys or the University may charge Transferee a fee with respect to the transfer of the Materials. Such fee, if any, is intended to reimburse Professor \_\_\_\_\_\_\_\_\_, WiSys and/or the University with respect to the preparation and transfer of the Materials. Despite the payment of any such fee, the transfer of the Materials shall not be construed as a sale of the Materials to Transferee.

 8. Transferee agrees to communicate to WiSys all publications and/or research results made public by Transferee based on Transferee’s research using the Materials. In addition, Transferee agrees that any reports, publications, or other disclosure of results obtained with the Materials will acknowledge Professor (**PROFESSOR NAME**) and the University as the source of the Materials. This Agreement is a materials transfer agreement and not a joint research agreement.

 9. This Agreement is nonassignable, is governed by the laws of Wisconsin and may be amended only with the mutual written consent of both parties.

 10. No agreement between the parties shall exist unless the duly authorized representative of Transferee and the Managing Director of WiSys have signed this document within sixty (60) days of the effective date written on the first page of this Agreement.

 The parties have indicated their acceptance of the terms of this Agreement by the signatures set forth below on the dates indicated. Each individual signing for a corporate entity hereby personally warrants his or her legal authority to bind that entity.

**WISYS TECHNOLOGY FOUNDATION, INC.**

By: Date:

 Maliyakal E. John, Managing Director

**TRANSFEREE**

By: Date:

Name and Title:

**Read and understood:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Researcher signature Date