



FS Agreement No. \_\_\_\_\_

Cooperator Agreement No. \_\_\_\_\_

**MATERIAL TRANSFER AGREEMENT**

**PARTIES TO THIS AGREEMENT:**

**U.S. Forest Service:** \_\_\_\_\_

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

Business Representative:

Tel: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

Technical Representative:

Tel: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Recipient/Cooperator:** \_\_\_\_\_

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

Business Representative:

Tel: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

Technical Representative:

Tel: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PURPOSE:**

To provide \_\_\_\_\_ with the following:



- 1.
- 2.
- 3.

hereinafter collectively referred to as the 'Material'.

Material shall be delivered to the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Material is released to \_\_\_\_\_ under the following conditions:

1. \_\_\_\_\_ shall seek approval from the U.S. Forest Service prior to allowing any other party or parties to view, study, investigate or analyze the Material.
2. \_\_\_\_\_ shall share any data or information derived from review or analysis of this Material with the U.S. Forest Service; provide the U.S. Forest Service with a copy of any manuscript that describes work with the Material prior to submission for publication, and acknowledge the U.S. Forest Service's contribution to the work reported.
3. \_\_\_\_\_ shall seek and gain U.S. Forest Service approval prior to publicizing any information derived from review or analysis of this Material.
4. \_\_\_\_\_ shall not transfer the Material, in whole or in part, to a third party without the express written consent of U.S. Forest Service. Any third party requesting a sample shall be referred to U.S. Forest Service.
5. The Material must remain the property of U.S. Forest Service and must not be used for commercial or profit making purposes without an appropriate license or other permission from the U.S. Forest Service.
6. \_\_\_\_\_ shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by the U.S. Forest Service, of its organizational units, employees, products, or services except to the extent permission is specifically granted by an authorized representative of the U.S. Forest Service.
7. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease



- Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
8.                shall assume sole responsibility for any claims or liabilities that may arise as a result of                's use of the Material.
  9.                The U.S. Forest Service shall not be liable to                or third parties for any damages incident to the performance of this agreement.
  10.              This agreement in no way restricts the U.S. Forest Service or                from participating in similar activities with other public or private agencies, organizations, and individuals.
  11.              THE U.S. FOREST SERVICE GIVES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, FOR THE MATERIAL, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  12.              Material must be returned, destroyed, or otherwise disposed of, as instructed by the U.S. Forest Service, within 30 calendar days of termination, or expiration of this Agreement.
  13.              shall disclose to the U.S. Forest Service any invention that arises from work or use of the Material. The inventorship of any invention made from work or use of the Material shall be determined in accordance with U.S. law.
  14.              Confidentiality:
    - a.                shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given above without written permission from the U.S. Forest Service.
    - b.                shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
    - c.                The Confidential Information must be excluded from confidentiality if can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of                ; or (c)                receive(s) the information from a third party having the right to the information and who does not impose confidentiality.



- d. It is not a breach of this Agreement if \_\_\_\_\_ is/are required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT \_\_\_\_\_ shall provide prompt prior notice thereof to the U.S. Forest Service, to enable the U.S. Forest Service to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise must continue to be confidential.
- 15. Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- 16. All persons performing under this agreement shall be aware of and perform according to the U.S. Forest Service Code of Scientific Ethics found at: [http://www.fs.fed.us/research/publications/fs\\_code\\_of%20scientific\\_ethics.pdf](http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf)
- 17. This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which can be found at <http://www.fs.fed.us/qoi/>.
- 18. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Contact</b>	<b>U.S. Forest Service Administrative Contact</b>



Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

19. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
20. If the Parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research Agreement, must be negotiated and entered into between the Parties.
21. Any of the parties, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration; however, provisions #2, #3, #5, #6, #8, #9, #13, #14, and #15 must survive the termination of this Agreement.
22. This Material Transfer Agreement must be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.
23. This Material Transfer Agreement is effective upon date of final signature and continues in effect for a period of \_\_\_\_\_; provided, however, that the obligations assumed by \_\_\_\_\_, regarding the maintenance of confidentiality, under this Agreement must remain in effect for \_\_\_\_\_ from the expiration of this Agreement.
24. The U.S. Forest Service enters into the Agreement under the authority of the Federal Technology Transfer Act of 1986 (15 U.S.C. § 3710a).
25. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_, \_\_\_\_\_ Date



\_\_\_\_\_  
, Recipient

\_\_\_\_\_  
, Official Receiving Material Date

\_\_\_\_\_  
U.S. Forest Service, Date

The authority and format of this agreement have been reviewed and approved for signature.

\_\_\_\_\_  
U.S. Forest Service Grants & Agreements Specialist Date

Burden Statement

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