

SOFTWARE TRANSFER AGREEMENT

Provider: The National Institute of Environmental Health Sciences (“Provider”)

Recipient Institution: _____ (“Recipient”)

WHEREAS, Provider has certain proprietary rights in software and associated material described below (hereinafter, collectively referred to as “Software”):

Provider agrees to transfer such Software to Recipient to be used solely in noncommercial research with the following research activity described in Appendix A, under the following terms:

1. SOFTWARE MAY NOT BE USED FOR TREATING OR DIAGNOSING HUMAN SUBJECTS. Recipient will not license or sell or use Software for commercial purposes or applications. Recipient’s investigator shall retain control over Software and further will not transfer the Software to individuals not under Recipient investigator’s direct supervision without express advance written approval of Provider. Recipient agrees to comply with all Federal regulations applicable to research projects and handling of research materials.
2. Recipient agrees not to copy Software, in whole or in part, except as required for use by Recipient’s investigator. Recipient shall not modify, extend, decompile, make derivatives or reverse engineer the Software without written permission from Provider.
3. Title in the Software shall remain with the Provider. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either Party by the other of any license or other rights under any patent, patent application or other intellectual property right or interest. Provider reserves the right to distribute Software to others and to use it for Provider’s own purposes.
4. This Agreement may be terminated by either Recipient or Provider on 30 days notice.
5. The Provider and Recipient each shall retain title to any patent or other intellectual property of their respective employees developed or created under this Agreement. Neither Provider nor Recipient promise any intellectual property rights in advance for inventions developed under this Agreement.
6. To the extent permitted by law, Recipient agrees to hold the United States Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient’s use for any purpose of Software. Recipient agrees not to claim, infer, or imply endorsement by the United States Government, or any of its organizational units, contractors or employees.
7. Software is supplied AS IS, without any accompanying services or improvements from Provider. SOFTWARE IS SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of Software will not infringe any patent or proprietary rights of third parties.
8. It is understood and agreed by both Provider and Recipient that each represents and warrants to the other, that the Official signing this Agreement on behalf of the Provider and Recipient has authority to do so.
9. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

10. The construction, validity, performance and effect of this Agreement shall be governed by Federal law, as applied by the Federal Courts in the District of Columbia.

For Recipient:

Recipient Investigator's Signature Date
Printed Name and Title:

Recipient Authorizing Official Signature Date
Printed Name and Title:

Recipient Mailing Address: _____

Phone: (_____) _____ Fax:(_____) _____

For Provider:

Provider Investigator's Signature Date
Printed Name and Title:

Provider Authorizing Official Signature Date
Printed Name and Title:

Provider Mailing Address: _____

Phone: (_____) _____ Fax:: (_____) _____

Appendix A (Describe with specificity the scope of use of Software under this agreement):