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DRAFT

(DATE), 2013

[Investigator]
[Institution]

Materials and Information Transfer Agreement

Dear Dr. :

INDOOR BIOTECHNOLOGIES, INC. ("IBI") is willing to provide you and your institution, (collectively, "RECIPIENT") certain Materials and Information (as defined herein), subject to the following terms and conditions:

1. *Definitions.* "Materials" of IBI shall mean, specifically, ...[Materials description]..... as provided in IBI's sole discretion, as well as any [derivatives, analogs and] modifications thereof. "Information" shall mean all information relating to Materials disclosed to RECIPIENT by IBI.

2. *Ownership, Use of Materials and Information.* The Materials and Information disclosed to RECIPIENT shall remain the sole property of IBI. The Materials and Information shall not be transferred or disclosed, in whole or in part, by RECIPIENT to anyone other than employees working under your immediate control and supervision, and shall not be made available to any other person(s) within your institution or elsewhere. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of IBI. All employees to whom Information is disclosed in accordance with this Section 2 shall have executed a confidentiality agreement requiring such employees to maintain the confidentiality of the Information and not to use it for purposes than those contemplated by this Agreement.

3. *Use of Materials, Information.* The Materials and Information shall be used solely to conduct the scientific research [**described in the research proposal attached as *Schedule A hereto***] (the "Research"), and not for any commercial use, such as, production, isolation, purification or sale. The Materials and Information may not be used for the benefit of any third party (for example, in research under which a third party obtains, or receives an option to obtain, rights in results or other discoveries obtained from such research), but may be used by the RECIPIENT for research purposes only.

4. *Confidentiality Obligations.* RECIPIENT'S confidentiality obligations as to the Information shall become effective on the date first written above, shall apply to all Information received from IBI and shall terminate five (5) years from the date first written above; *provided, however,* that such confidentiality obligations shall not extend to Information disclosed to RECIPIENT by IBI to the extent that such Information: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain, except by breach of this Agreement by RECIPIENT; (iii) was in the possession of RECIPIENT at the time of disclosure and was not acquired, directly or indirectly, from IBI under an obligation of confidentiality, as established by competent written evidence; (iv) RECIPIENT received or may receive from a third party who is not, directly or indirectly, under an obligation of confidentiality to IBI with respect to such Information; or (v) is approved for public release by written authorization of IBI.

5. *Results.* Within 30 days of completing the Research, RECIPIENT agrees to provide IBI with a written report containing the results of the Research and RECIPIENT'S conclusions. IBI may use and disclose the contents of such report for any purpose.

6. *Publications.* Any publication or other public disclosure, written or oral, concerning, relating to or derived from the Materials or Information or their use or relating to the Research shall first be provided by RECIPIENT to IBI for review and comment at least 30 days prior to submission for publication or other disclosure and to ensure that Information of IBI is not disclosed. RECIPIENT agrees to acknowledge IBI as the source of the Materials in all publications containing any data or information that discloses or relates in any way to RECIPIENT'S use of the Materials and Information, unless otherwise agreed to by IBI.

7. *Intellectual Property.* All intellectual property rights in the Materials shall be owned by IBI. RECIPIENT agrees that nothing herein shall create or imply any license in such rights to RECIPIENT, except for the non-exclusive license to use the Information and Materials for the non-commercial research purposes expressly set forth herein, nor create or imply any obligation to enter into any other agreement.

8. *No warranty.* The Information and Materials disclosed and delivered to RECIPIENT may be experimental in nature and are to be used in a safe manner and in accordance with all applicable governmental rules and regulations. They are provided by IBI "AS IS." IBI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE. IBI DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

9. *Indemnification.* Except to the extent specifically precluded by applicable federal or state law, RECIPIENT agrees to defend, indemnify and hold IBI and its directors, trustees, appointees, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Information and Materials. Where such indemnity is precluded, RECIPIENT assumes sole responsibility for any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Information and Materials.

10. *Term.* This agreement shall terminate upon the completion of the Research or upon sixty (60) days written notice by either party to the other.

11. *Miscellaneous.* RECIPIENT agrees that this Agreement shall be binding upon all of its employees to whom the Materials are transferred or the Information is disclosed. Upon conclusion of the research to be performed using the Materials, or upon request by IBI, RECIPIENT agrees to discontinue use of the Materials and will arrange for the return to IBI or for the lawful disposal of all unused Material, as elected by IBI. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard or giving effect to its principles of conflict of laws. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This agreement may not be modified except by a written instrument signed by all parties. No provision or benefit of this agreement may be waived, except by a written instrument duly executed by the party or parties to be charged therewith.

If these terms and conditions are acceptable, please sign the agreement and arrange for the agreement to be signed by an authorized person on behalf of your institution in the places provided. Upon receipt of the signed agreement, we will forward the materials to you.

Yours very truly,

INDOOR BIOTECHNOLOGIES, INC.:

Title: _____
Martin D. Chapman. President

AGREED AND ACCEPTED:

Dr.

Date: _____

[INSTITUTION]

By: _____

Title: _____

Date: _____

SCHEDULE A

Description of Research