MATERIAL TRANSFER AGREEMENT

The University of Texas at Dallas, with principal offices at 800 W. Campbell Rd., Richardson, TX 75080, U.S.A. (“University”) and Dr. John Hansen (“Investigator”) agree to provide to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with principal offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Recipient"), on behalf of its investigator \_\_\_\_\_\_\_\_\_\_\_\_\_ ("Scientist") with Material, as defined below, for non-commercial research purposes, subject to the terms and conditions set forth in this agreement (“Agreement”). This Agreement is effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”).

1. This Agreement applies to the material listed in Exhibit A ("Material").

2. Upon execution of this Agreement, University will invoice Recipient a non-refundable fee of $15,000 (“Material Fee”), which shall be due and payable within thirty (30) days after receipt by Recipient.

3. Upon University’s receipt of Material Fee, University will provide Material to Recipient’s contact as follows:

**Attn:** [Name]

[Address]

[Address]

**Phone:** [xxx-xxx-xxxx]

**Email:** [xxxxxxxxxxxxx]

4. Recipient may use the Material solely for internal, non-commercial, scientific research. Recipient shall not use the Material for any other purpose.

5. The Material may be used only in Scientist's laboratories and only by Recipient personnel under Scientist's immediate and direct control. The Material shall not be transferred to any other person, entity or institution without the express written consent of University. Recipient shall refer any request for Material received by Recipient from a third party to University.

6. Recipient shall not reverse engineer or otherwise attempt to determine or analyze the composition, design, architecture, or specifications of the Material. The Recipient also agrees not to modify the Material including changing parts, altering firmware, or making any hardware changes to the Material.

7. Scientist and Recipient will acknowledge University and Investigator as the source of the Material in any publication made by Recipient which references Material or data/results obtained therefrom.

8. The Material is experimental in nature and will be used with prudence and appropriate caution, since not all of its characteristics are known. THE MATERIAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. University makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right.

9. In case of mechanical failure of the Material, Recipient shall make a request for the replacement of Material to the Investigator. The faulty Material must be sent back to the University. The received Material shall undergo a reliability systems check, and if determined to be defective, a replacement of the Material will be sent to the Recipient.

10. Recipient acknowledges that the Material is or may be subject to patents and/or patent applications and/or other intellectual property rights owned by University. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of University.

11. In no event shall University be liable for any use by Recipient of the Material or for any loss, claim, damage, or liability of any kind or nature that may arise from or in connection with the Recipient's use, handling, storage or disposal of the Material. To the extent permitted by law, Recipient will indemnify, defend, and hold The University of Texas System (“System”), the University, their Regents, officers, agents and employees harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorney’s fees, arising out of the death or injury to any person or persons or out of any damage to property, resulting from the use, storage, or disposal of the Material by or on behalf of Recipient.

12. Recipient will use the Material in compliance with all laws and local and national governmental rules and regulations. Recipient will both obtain and operate under an appropriate IRB approval from his/her respective university/institution before using the Material with human subjects.

13. Recipient agrees to use the Material within the prescribed safety limits of the systems and to take every precaution to provide safe stimulation to human subjects.

14. This Agreement is not assignable by either party without the express written consent of the other.

\*\*\* Signature page to follow \*\*\*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Material Transfer Agreement.

|  |  |
| --- | --- |
| UNIVERISTY:On behalf of the Board of Regents of The University of Texas SystemBy \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emily LacyAssociate DirectorOffice of Sponsored ProjectsThe University of Texas at DallasDate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | RECIPIENT:By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name][Title]Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Read and Understood: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dr. John Hansen

 Investigator

The University of Texas at Dallas

Read and Understood: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dr. [XXXXXXXXX]

 Scientist

[Name of Recipient]

**EXHIBIT A**

Materials List – Platinum Plus Package

|  |  |  |
| --- | --- | --- |
|  | **Material** | **Quantity** |
| 1. | CCi-MOBILE Research Interface Boards | 2 |
| 2. | RF coils | 4 |
| 3. | Microphones (BTEs) | 4 |
| 4. | Platform Cables | 8 |
| 5. | USB cables | 2 |

