

WILLIAM MARSH RICE UNIVERSITY

MATERIALS TRANSFER AGREEMENT

For

NON-BIOLOGICAL MATERIALS

To

ACADEMIC AND GOVERNMENT RESEARCH SCIENTISTS

REGISTRO DE CONTRATOS

TOMO 18 PAGINA 83

CONTRATO NUM. 2009-000441

Agreement # _____

THIS MATERIALS TRANSFER AGREEMENT (this "Agreement"), dated as of May 26, 2009, is entered into by William Marsh Rice University, a Texas non-profit private institution of higher education with its principal address at 6100 Main Street, Houston, Texas 77005 ("PROVIDER"), and The University of Puerto Rico, Mayaguez, with its principal address at Edificio de Diego 201, Mayagüez PR 00681 ("RECIPIENT").

I. Definitions:

1. PROVIDER SCIENTIST: Professor Lon Wilson
2. RECIPIENT SCIENTIST: Professor Carlos Rinaldi
3. MATERIAL: Underivatized Gadonantubes
4. INTENDED PURPOSE: Academic research collaboration related to energy dissipation studies of the MATERIAL in oscillating magnetic fields
5. MODIFICATIONS/APPLICATIONS: Substances or items created or produced under this Agreement using the MATERIAL.

II. Terms and Conditions:

1. RECIPIENT and RECIPIENT SCIENTIST agree that the MATERIAL and MODIFICATIONS/APPLICATIONS:
 - (a) are to be used solely for the INTENDED PURPOSE;
 - (b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects, without the prior written consent of PROVIDER;
 - (c) are to be used only under the direction of RECIPIENT SCIENTIST or others conducting research under RECIPIENT SCIENTIST'S direct supervision for the performance of the INTENDED PURPOSE only; and

(d) will not be transferred to any other person or entity without the prior written consent of PROVIDER, except as expressly provided for as deliverables to the Grant sponsor under the Grant.

2. RECIPIENT and RECIPIENT SCIENTIST shall comply with all applicable laws and regulations with respect to the use, storage and disposal of the MATERIAL, any MODIFICATIONS/APPLICATIONS, as well as any related information and technology, including, but not limited to, laws and regulations related to health, safety, animal welfare, environmental protection and export controls.

3. RECIPIENT and RECIPIENT SCIENTIST are free to present and publish the research results from the use of the MATERIAL for the INTENDED PURPOSE, provided that appropriate acknowledgement of PROVIDER and PROVIDER SCIENTIST as the source of the MATERIAL is cited in all presentations and publications.

4. RECIPIENT and RECIPIENT SCIENTIST agree to refer to PROVIDER and PROVIDER SCIENTIST any requests for the MATERIAL from other persons or entities.

5. RECIPIENT and RECIPIENT SCIENTIST acknowledge that the MATERIAL and any MODIFICATIONS/APPLICATIONS are or may be the subject of patents or patent applications of PROVIDER. Except for the INTENDED PURPOSE expressly provided for in this Agreement, no express or implied licenses or other rights are provided to RECIPIENT, RECIPIENT SCIENTIST, or any other person or entity, under any patents, patent applications, or other intellectual property rights of PROVIDER.

6. RECIPIENT may file patent applications claiming new inventions made solely by RECIPIENT through the use of the MATERIAL for the INTENDED PURPOSE, including any new inventions in MODIFICATIONS/APPLICATIONS or new methods of manufacture or uses of MODIFICATIONS/APPLICATIONS. RECIPIENT agrees to give PROVIDER prompt written notice and copies of any invention disclosures and patent applications claiming new inventions in MODIFICATIONS/APPLICATIONS or new methods of manufacture or uses of MODIFICATIONS/APPLICATIONS, and RECIPIENT and PROVIDER will confer in good faith to determine ownership interests according to inventorship under U.S patent law. All such invention disclosures and patent applications, as well as related discussions shall be given appropriate confidential treatment. Nothing in this Agreement shall prevent RECIPIENT from granting commercial licenses under RECIPIENT'S patents and patent applications claiming such new inventions in MODIFICATIONS/APPLICATIONS or new methods of manufacture or uses of MODIFICATIONS/APPLICATIONS; however, nothing in this Agreement grants RECIPIENT any rights to use or license any of PROVIDER'S intellectual property rights in the MATERIAL or otherwise in connection with the use or commercialization of RECIPIENT'S intellectual property rights in any such new inventions, methods or uses.

7. RECIPIENT AND RECIPIENT SCIENTIST ACKNOWLEDGE AND AGREE THAT THE MATERIAL IS EXPERIMENTAL IN NATURE, MAY HAVE HAZARDOUS PROPERTIES, AND WILL BE USED AT THEIR OWN RISK. RECIPIENT AND RECIPIENT SCIENTIST FURTHER ACKNOWLEDGE AND AGREE THAT PROVIDER

AND PROVIDER SCIENTIST MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MATERIAL, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL OR ANY MODIFICATIONS/APPLICATIONS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

8. RECIPIENT AND RECIPIENT SCIENTIST ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR DAMAGES WHICH MAY ARISE FROM RECIPIENT'S OR RECIPIENT SCIENTIST'S USE, STORAGE OR DISPOSAL OF THE MATERIAL, MODIFICATIONS/APPLICATIONS, OR RELATED INFORMATION AND TECHNOLOGY. PROVIDER AND PROVIDER SCIENTIST WILL NOT BE LIABLE TO RECIPIENT, RECIPIENT SCIENTIST, OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIMS OR DAMAGES ARISING IN CONNECTION WITH RECIPIENT'S OR RECIPIENT SCIENTIST'S USE, STORAGE OR DISPOSAL OF THE MATERIAL, MODIFICATIONS/APPLICATIONS, OR RELATED INFORMATION OR TECHNOLOGY.

9. This Agreement will terminate upon the earliest to occur of the following dates: (a) upon completion of RECIPIENT'S or RECIPIENT SCIENTIST'S current research with the MATERIAL for the INTENDED PURPOSE; (b) upon written notice from PROVIDER if RECIPIENT fails to cure a breach of this Agreement within thirty (30) days after receiving written notice from PROVIDER of such breach; (c) upon written notice from PROVIDER if PROVIDER in good faith believes that there is an imminent health or safety risk or patent infringement risk from RECIPIENT'S or RECIPIENT SCIENTIST'S use of the MATERIAL or any MODIFICATIONS/APPLICATIONS; (d) upon sixty (60) days prior written notice from PROVIDER for any other reason; or (e) May 25, 2010. Upon termination of this Agreement, RECIPIENT and RECIPIENT SCIENTIST will, at the discretion of PROVIDER, return, destroy or retain any remaining MATERIAL. Any retained MATERIAL, MODIFICATIONS/APPLICATIONS, as well as RECIPIENT'S and RECIPIENT SCIENTIST'S use thereof, will remain subject to the terms and conditions of this Agreement. Without limiting the foregoing, paragraphs 7 and 8 above shall survive termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be duly executed by their duly authorized representatives.

WILLIAM MARSH RICE UNIVERSITY

By: _____

Nila D. Bhakuni
Director, Office of Technology Transfer

Read, understood and agreed:

Professor Lon Wilson

**THE UNIVERSITY OF PUERTO RICO,
MAYAGUEZ**

By: _____ *CR*

NAME:
TITLE:

Read, understood and agreed:

Professor Carlos Rinaldi