**Material Transfer Agreement**

**This Material Transfer Agreement** (the “Agreement”), effective as of (<Enter Date>), by and between **The American University in Cairo** (collectively, "**Provider**") whose principal address is 74 South El-Teseen Street, NEW CAIRO, Cairo Governorate 11835, Egypt ; and the entity listed below ("**Recipient**"):

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| Company/University/Institution (“Recipient”): <Enter Name of Recipient>  |
| Name of responsible recipient employee: <Enter Employee Name>  |
| Title or position: <Enter Tile>  |
| Department (if applicable): <Enter Department>  |
| Address 1: <Enter Address 1>  |
| Address 2: <Enter Address 2>  |
| Tel: <Enter Tel. number>  | Fax: <Enter Fax>  | E-mail: <Enter Email>  |

**“Material”** means material provided by Provider to Recipient consisting of <Enter material description>.

**“Purpose of Disclosure”** means the use of the Material for the sole purpose of research and development, testing, or prototyping the Material for academic research.

With regard to Material, Recipient hereby agrees:

(1) not to use Material except to the extent required to accomplish the Purpose of Disclosure;

(2) not to transfer Material to others without the express written permission of Provider;

(3) to safeguard Material against disclosure and transmission to others with the same degree of care as it exercises with its own materials of a similar nature;

(4) to inform Provider of research results related to the Material;

(5) at Recipient's expense, to destroy or return, as directed by Provider, all Material upon Provider’s request;

(6) that the Material is experimental in nature, and is provided by Provider "as is" without warranty of any kind, express or implied. Provider hereby indemnifies and shall hold harmless Recipient from any claims or liabilities, which might arise as a result of Recipient's use of the Material, except to the extent such claims or liabilities are due to Recipient’s gross negligence or willful misconduct.

(7) that the furnishing of Material to Recipient constitutes neither any transfer of ownership nor any grant or license to Recipient under any patent or other proprietary rights now or in the future held by Provider.

(8) this Agreement, including the Non-Disclosure Agreement effective (<Enter Date above>) between Recipient and Provider, embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.

(9) this Agreement shall be interpreted and enforced under the laws of the state of New York, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than the state of New York.

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| **The American University in Cairo****(Provider)** | **<Enter Recipient Name>****(Recipient)** |
| **Signature:**  | **Signature:**  |
| **Name:** Ahmed El Laithy | **Name:** **<Enter full Name>**  |
| **Title:**  Director, Technology Transfer Office The American University in Cairo | **Title:** **<Enter Title>**  |
| **Date:** **<Enter Date of Signature>**  | **Date: <Enter Date of Signature>**  |