

MATERIALS TRANSFER AGREEMENT

This Materials Transfer Agreement (hereinafter "Agreement") is being entered into by and between *Science with a Mission, Inc.* (hereinafter "SMI"), a duly-organized 501(c)(3) non-profit corporation, and the recipient set forth hereinbelow (hereinafter "**DISTRIBUTOR**"), with respect to the following:

[print DISTRIBUTOR'S name, title, company/agency name, address, phone number and other contact information]

RECITALS

Whereas, SMI is a non-profit organization using immunoassays for diagnosing diseases prevalent in developing countries, through wholesale or retail distribution of medical diagnostic products;

Whereas, SMI packages a variety of medical diagnostic products (hereinafter "DIAGNOSTICS") for use solely in developing countries outside the United States, its possessions and territories;

Whereas, DISTRIBUTOR desires to provide certain DIAGNOSTICS for use solely in developing countries outside the United States, its possessions and territories, and more specifically in the locations set forth in writing with each specific order placed pursuant hereto; and

Whereas, SMI and **DISTRIBUTOR** desire to enter into this Agreement to provide a written statement of their respective rights and responsibilities under this Agreement.

Now, Therefore, in consideration of the above recitals, the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the parties agree as follows:

DISTRIBUTION

DISTRIBUTOR shall not use, sell, distribute, offer for trade or import, any DIAGNOSTICS within the United States of America, its individual states, territories or possessions.

DISTRIBUTOR acknowledges that the DIAGNOSTICS are currently not approved by the United States Food and Drug Administration (U.S.F.D.A.) for use in the United States, its individual states, territories or possessions. Violation of said regulation(s) may result in serious regulatory, civil and/or criminal penalties.

SMI agrees to provide DIAGNOSTICS only in strict reliance upon **DISTRIBUTOR'S** promise to restrict the use, sale, distribution and offering of said DIAGNOSTICS to locations outside the United States, its territories or possessions.

DISTRIBUTOR agrees to distribute the DIAGNOSTICS through any means it determines to be reasonably appropriate and which are also in compliance with any and all applicable international, federal, provincial, state or local statutes and regulations.

INDEMNIFICATION

DISTRIBUTOR shall indemnify, defend and hold harmless **SMI** and its officers, employees and agents from and against any action, whether regulatory, civil and/or criminal, arising from or relating to **DISTRIBUTOR'S** using, distributing, selling, offering for trade or importation of DIAGNOSTICS within the United States of America, its individual states, possessions or territories.

DISTRIBUTOR shall indemnify, defend and hold harmless **SMI** and its officers, employees and agents from and against any action, whether regulatory, civil and/or criminal, arising from or relating to **DISTRIBUTOR'S** using, distributing, selling, offering for trade or importation of DIAGNOSTICS (outside the United States of America, its individual states, possessions or territories), which is determined not to be in compliance with applicable international, federal, state or local statutes and regulations regarding distribution in the actual location chosen by **DISTRIBUTOR**.

This Agreement shall survive the depletion of all DIAGNOSTICS in **DISTRIBUTOR'S** inventory. It shall be considered renewed with each delivery accepted by **DISTRIBUTOR**. Each signatory to this Agreement is authorized on behalf of his or her respective party to execute this Agreement, and said signature is binding upon each party, its officers, employees, agents, contractors, successors, etc.

No DIAGNOSTICS shall be transferred by **DISTRIBUTOR** to any other individual, agency or entity without the express written approval of **SMI** and receipt by **SMI** of a fully executed Agreement by the transferee. **SMI** has the right to withhold approval in its sole discretion or to seek additional assurances.

Alyne I. MacLean, President
Science with a Mission, Inc.
602 Massapoag Avenue
Sharon, MA 02067
www.sciencewithamission.org

_____ (signature)
(Print) Name/title:
(Print) company/entity:

Date: _____

Date: _____

b:\estate\2-olsn.wpd