**MATERIAL TRANSFER AGREEMENT**

Provider: Division of Cancer Treatment and Diagnosis, National Cancer Institute

Recipient: University

Recipient’s Investigator: John Doe, Ph.D., as an employee of the University

1. Provider agrees to transfer to Recipient's Investigator the following Research Material:

500 mg of Agent (NSC XXXXXX)

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMANS. The Research Material will only be used for research purposes by Recipient's Investigator in his/her laboratory, for the Research Project described below, under suitable containment conditions. This Research Material will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

2(a). Is Research Material of human origin?

 Yes

 No

2(b). If yes in 2(a), was Research Material collected according to 45 CFR Part 46, "Protection of Human Subjects"?

 Yes (Please provide Assurance Number: )

 No

 Not Applicable

3. This Research Material will be used by Recipient's Investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

This Research Material will be used for preclinical studies investigating efficacy of the Research Material in cancer cell lines.

3(a). Are any materials used in the Research Project of human origin?

 Yes

 No

3(b). If yes in 3(a), were human-origin materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?

 Yes (Please provide Assurance Number: )

 No

 Not Applicable

4. (a). To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's or Collaborator’s written information about this Research Material that is stamped "CONFIDENTIAL," except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures to Recipient shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure.

4. (b). Recipient may publish or otherwise publicly disclose the results of the Research Project, however Collaborator will have thirty (30) days to review proposed manuscripts and three (3) days to review proposed abstracts to assure that CONFIDENTIAL Information is protected, except when a shortened time period under court order or the Freedom of Information Act pertains. Collaborator may request in writing that a proposed publication be delayed for up to thirty (30) additional days as necessary to file a Patent Application. Manuscripts to be submitted for publication by Recipient’s Investigators will be sent to NCI’s Regulatory Affairs Branch [NCICTEPpubs@mail.nih.gov] for forwarding to Collaborator for review as soon as they are received and in compliance with the timelines outlined above. Abstracts to be presented by Recipient’s Investigators will be sent to NCI’s Regulatory Affairs Branch [NCICTEPpubs@mail.nih.gov] for forwarding to Collaborator as soon as they are received, preferably no less than three days prior to submission, but prior to presentation or publication, to allow for preservation of U.S. or foreign patent rights. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's or Collaborator’s contribution of this Research Material unless requested otherwise.

5. This Research Material is proprietary to Collaborator. Collaborator has agreed to allow NCI to make their proprietary compound available for this Research Project. Recipient's Investigator agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of Provider. When the Research Project is completed, the Research Material will be disposed of, if directed by Provider.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s). Unless prohibited by law from doing so, Recipient agrees to hold the Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

8. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

9. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

10. Results of the Research Project shall be provided to the Provider. Publications shall be provided to Provider and Collaborator as described in Article 4.

11. Recipient (“Institution”) agrees to notify Provider upon the filing of any patent applications related to research with these Research Materials.

12. This Agreement shall terminate two (2) years from the date of the last signature below.

# Signatures Begin on Next Page

**SIGNATURES**

**RECIPIENT**

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Date John Doe, Ph.D.

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Date Authorized Signature for Recipient and Title

Recipient's Official and Mailing Address:

John Doe, Ph.D.

University

Address

City, State, Zip

Phone:

**NATIONAL CANCER INSTITUTE**

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Date Sherry Ansher, Ph.D.

 Associate Chief, Agreement Coordination Group

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Date Jason Cristofaro, J.D., Ph.D.

CTEP Alternate Technology Development Coordinator

Please address all correspondence related to this agreement to Sally Hausman at the following address by express mail:

Sally Hausman

Senior Specialist, Research and Development Agreements

Regulatory Affairs Branch

Cancer Therapy Evaluation Program

9609 Medical Center Drive, Rm. 5W-530

Rockville, MD 20850

Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§ 3801‑3812 (civil liability) and 18 U.S.C. § 1001 (criminal liability including fine(s) and/or imprisonment).