NCI/ DCTD Standard Language to Be Incorporated into All Protocols Involving Agent(s) Covered by a Clinical Trials Agreement (CTA), a Cooperative Research and Development Agreement (CRADA) or a other Collaboration Agreement, hereinafter referred to as Collaborative Agreement:

The agent(s) supplied by CTEP, DCTD, NCI used in this protocol is/are provided to the NCI under a Collaborative Agreement (CRADA, CTA, other Collaboration Agreement ) between the Pharmaceutical Company(ies) (hereinafter referred to as “Collaborator(s)”) and the NCI Division of Cancer Treatment and Diagnosis. Therefore, the following obligations/guidelines, in addition to the provisions in the “Intellectual Property Option to Collaborator” (<http://ctep.cancer.gov/industryCollaborations2/intellectual_property.htm>) contained within the terms of award, apply to the use of the Agent(s) in this study:

1. Agent(s) may not be used for any purpose outside the scope of this protocol, nor can Agent(s) be transferred or licensed to any party not participating in the clinical study. Collaborator(s) data for Agent(s) are confidential and proprietary to Collaborator(s) and shall be maintained as such by the investigators. The protocol documents for studies utilizing Agents contain confidential information and should not be shared or distributed without the permission of the NCI. If a copy of this protocol is requested by a patient or patient’s family member participating on the study, the individual should sign a confidentiality agreement. A suitable model agreement can be downloaded from: http://ctep.cancer.gov.

2. For a clinical protocol where there is an investigational Agent used in combination with (an)other Agent(s), each the subject of different Collaborative Agreements, the access to and use of data by each Collaborator shall be as follows (data pertaining to such combination use shall hereinafter be referred to as "Multi-Party Data”):

a. NCI will provide all Collaborators with prior written notice regarding the existence and nature of any agreements governing their collaboration with NCI, the design of the proposed combination protocol, and the existence of any obligations that would tend to restrict NCI's participation in the proposed combination protocol.

b. Each Collaborator shall agree to permit use of the Multi-Party Data from the clinical trial by any other Collaborator solely to the extent necessary to allow said other Collaborator to develop, obtain regulatory approval or commercialize its own Agent.

c. Any Collaborator having the right to use the Multi-Party Data from these trials must agree in writing prior to the commencement of the trials that it will use the Multi-Party Data solely for development, regulatory approval, and commercialization of its own Agent.

3. Clinical Trial Data and Results and Raw Data developed under a Collaborative Agreement will be made available to Collaborator(s), the NCI, and the FDA, as appropriate and unless additional disclosure is required by law or court order as described in the IP Option to Collaborator (http://ctep.cancer.gov/industryCollaborations2/intellectual\_property.htm). Additionally, all Clinical Data and Results and Raw Data will be collected, used and disclosed consistent with all applicable federal statutes and regulations for the protection of human subjects, including, if applicable, the *Standards for Privacy of Individually Identifiable Health Information* set forth in 45 C.F.R. Part 164.

4. When a Collaborator wishes to initiate a data request, the request should first be sent to the NCI, who will then notify the appropriate investigators (Group Chair for Network Group studies, or PI for other studies) of Collaborator's wish to contact them.

5. Any data provided to Collaborator(s) for randomized Phase 2 and Phase 3 studies must be in accordance with the guidelines and policies of the responsible Data Monitoring Committee (DMC).

6. Any manuscripts reporting the results of this clinical trial must be provided to CTEP by the Group office for Network Group studies or by the principal investigator for non- Group studies for immediate delivery to Collaborator(s) for advisory review and comment prior to submission for publication. Collaborator(s) will have 30 days from the date of receipt for review. Collaborator shall have the right to request that publication be delayed for up to an additional 30 days in order to ensure that Collaborator’s confidential and proprietary data, in addition to Collaborator(s)’s intellectual property rights, are protected. Copies of abstracts must be provided to CTEP for forwarding to Collaborator(s) for courtesy review as soon as possible and preferably at least three business (3) days prior to submission, but in any case, prior to presentation at the meeting or publication in the proceedings. Press releases and other media presentations must also be forwarded to CTEP prior to release. Copies of any manuscript, abstract and/or press release/ media presentation should be sent to:

Email: ncicteppubs@mail.nih.gov

The Regulatory Affairs Branch will then distribute them to Collaborator(s). No publication, manuscript or other form of public disclosure shall contain any of Collaborator’s confidential/ proprietary information.