**CANCER THERAPY AND EVALUATION PROGRAM**

**NON-CLINICAL**

**MATERIAL TRANSFER AGREEMENT**

**Provider:** **Division of Cancer Treatment and Diagnosis (DCTD), of the National Cancer Institute (NCI), part of the National Institutes of Health (NIH) an agency of the Department of Health and Human Services (HHS)**

**Recipient:** **University School of Medicine**

Investigator: **John Doe, Ph.D.,** employee of the Recipient

Co-investigator(s): **Joe Blow, M.D.,** employee(s) of the Recipient

The Provider and Recipient agree to the following terms, and Recipient will ensure that the Investigators and any Co-investigators will comply with the following terms:

1. **Research Material.** Provider agrees to transfer to Investigator the following material (“Research Material’):

No less than **X mg** of Agent **Y** (NSC **00000**), an agent proprietary to **Company** (“Collaborator”)

1. **Use.** 
   1. The Research Material will only be used for research purposes by Investigator’s and any Co-investigator’s laboratory, under suitable containment conditions. The Research Material **will not be used in humans or for commercial purposes**, including 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 use and the handling of the Research Material.
   2. The Research Material will be used by Investigator and any Co-investigators solely in connection with the following research project ("Research Project") summarized briefly as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[No more than one paragraph. e.g. The Research Material will be used for preclinical studies investigating the effects of the Research Material in a cancer cell line]

* 1. Are any materials used in the Research Project of human origin?

Yes

No

* 1. If yes above, were human-origin materials collected according to 45 CFR Part 46: "Protection of Human Subjects"?

Yes (Please provide Assurance Number: )

No

Not Applicable

* 1. The Research Material will not be modified in any way without the prior written approval of Collaborator. The Recipient will not attempt to determine the structure of the Research Material (e.g. the chemical structure, the amino acid sequence or the nucleotide sequence) or otherwise characterize the Research Material without the prior approval of the Collaborator.

1. **Transfer.** The Collaborator has agreed to allow Provider to make the Research Material available for the Research Project. Recipient agrees to retain control over the Research Material and further agrees not to transfer the Research Material to entities, other than Co-investigators, not under her or his direct supervision without advance written approval of Provider. Recipient will ensure that any Co-investigators are aware and will abide by the terms as this Agreement before Recipient transfers the Research Material to Co-investigators for use in the Research Project.
2. **Confidential Information.**
   1. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of five (5) years from the date of its disclosure, any of Provider's or Collaborator’s written information about this Research Material that is stamped "CONFIDENTIAL" (“Confidential Information”) except for information that:
      * 1. Is within the public domain prior to the time of the disclosure or thereafter becomes within the public domain other than as a result of disclosure by the Recipient or any of its representatives in violation of this Agreement;
        2. Was, on or before the date of disclosure in the possession of the Recipient;
        3. Is acquired by the Recipient from a third party not under an obligation of confidentiality;
        4. Is hereafter independently developed by the Recipient, without reference to the information received from the disclosing party; or
        5. The disclosing party expressly authorized the Recipient to disclose.
   2. Any oral disclosures to Recipient shall be identified as being Confidential Information by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure.
   3. The parties acknowledge that failure to mark an item “CONFIDENTIAL” or failure to reduce an orally disclosed item to writing and mark that item “CONFIDENTIAL” does not constitute a designation of non-confidentiality when the confidential nature would be reasonably recognized by the Recipient from the subject matter or subject type of the information disclosed.
3. **Publications.** 
   1. Recipient may publish or otherwise publicly disclose the results of the Research Project (“Results”); however, Collaborator will have thirty (30) days to review proposed manuscripts and three (3) working days to review proposed abstracts or presentations 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 that a proposed publication be delayed for up to thirty (30) additional days as necessary to file a patent application.

* 1. All manuscripts and abstracts, to be presented or submitted for publication by Recipient, will be sent to NCI’s Regulatory Affairs Branch, at **NCICTEPpubs@mail.nih.gov**, for forwarding to Collaborator for review as soon as they are received but no later than thirty-two (32) days before disclosure for proposed manuscripts and five (5) days before disclosure for proposed abstracts or presentations. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's and Collaborator’s contribution of this Research Material unless requested otherwise.

1. **Reports.** Recipient will provide a summary of Results to Provider on request. If requested by Collaborator, at no more than six (6) monthly intervals, Recipient will provide status updates regarding Research Plan progress and projected milestone changes directly to Collaborator.

1. **Disposal.** When the Research Project is completed, the Research Material and Confidential Information will be disposed of, in accordance with all applicable laws and regulations, unless otherwise directed by Provider or Collaborator.
2. **Warranty.**
   * + 1. The Research Material is provided as a service to the research community. **Recipient acknowledges that, to the maximum extent permitted by applicable law, Collaborator has disclaimed and excluded any and all representations, warranties, conditions or other terms, whether written or oral, expressed or implied, with respect to the Research Material, including any representation or warranty of quality, performance, merchantability or fitness for a particular use or purpose.**
       2. The Recipient acknowledges that not all of the characteristics of the Research Material may be known and agrees that the Research Plan will be conducted with prudence and appropriate caution.
       3. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.
       4. The Results are provided to Collaborator **with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose**. Recipient makes no representations that the use of the Results will not infringe any patent or proprietary rights of third parties.
3. **Liability.** Provider and Collaborator will not be liable for any loss, harm, illness or other damage or injury arising from Recipient’s receipt, handling, use or disposal of the Research Material.
4. **Endorsement.** Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America of the Research Project, the Recipient or personnel conducting the Research Project or any resulting product.
5. **Intellectual Property**.
   1. 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.
   2. Recipient agrees to notify Provider and Collaborator upon the filing of any patent applications related to research with the Research Material and abide by the terms of the Intellectual Property Option to Collaborator as described at: <https://ctep.cancer.gov/branches/rab/intellectual_property_option_to_collaborators.htm>. See also: The Federal Register, Vol. 76, No. 48, pages 13404-13410 (2011) (<https://www.gpo.gov/fdsys/pkg/FR-2011-03-11/pdf/FR-2011-03-11.pdf>).

The Parties agree that the term, “Agent(s),” as referenced in the Federal Register notice, refers to the respective Research Material(s) of each respective Collaborator, and the term “Institution” refers to the Recipient. Any reference to an exclusive option regarding inventions directed to more than one Agent (or Research Material) will be understood to be co-exclusive with respect to the applicable Collaborators whose Agent(s) or Research Material(s) are claimed by such inventions. In the event of a conflict between the foregoing Federal Register notice and the CTEP option described at the above ctep.cancer.gov web site, the Federal Register notice will govern.

1. **Termination and Expiration.** 
   1. This Agreement shall expire **two (2) years** from the date of the last signature below.
   2. The relevant provisions of the paragraphs above of this Agreement shall survive the expiration or termination of this Agreement.
   3. If this Agreement is terminated, Recipient shall promptly cease performing the Research Project.
   4. Any party may terminate this Agreement earlier by providing thirty (30) day’s written notice to the other party. Upon termination or expiration of this Agreement, the Recipient will, at the Provider’s written instruction, promptly return to Provider, or destroy all remaining Research Material.
   5. The terms of this Agreement can be extended or modified only by the mutual written agreement of the parties.
2. **Law.** If Recipient is an agency of a U.S. state, and under the constitution and the laws of that state possesses certain rights and privileges that subject Recipient to certain limitations and restrictions, then notwithstanding any provision hereof, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the state or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the state.

**Signatures Begin on Next Page**

**SIGNATURES**

**RECIPIENT**

Accepted and Agreed:

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<Authorized Official’s Name> Date

<Title>

Recipient's Contact Information:

Address:

Email:

Phone:

**INVESTIGATOR**

Read and Understood:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

<Name> Date

<Title>

Investigator’s Contact Information:

Address:

Ph:

Email:

**CO-INVESTIGATOR(s)**

Read and Understood:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

<Name> Date

<Title>

Co-investigator’s Contact Information:

Address:

Ph:

Email:

**NATIONAL CANCER INSTITUTE**

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Sherry Ansher, Ph.D. Date

Associate Chief, Agreement Coordination Group

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

CTEP Alternate Technology Development Coordinator

Please email all correspondence related to this agreement to Anna Amar at: [anna.amar@nih.gov](mailto:anna.amar@nih.gov)