**MATERIAL TRANSFER AGREEMENT**

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

Recipient: University School of Medicine

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

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

10 mg Agent A (NSC XXXXXX)

1. 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. This Research Material will be used by Recipient's Investigator solely in connection with the following research project ("Research Project") summarized briefly with specificity as follows:

e.g. This Research Material will be used for preclinical studies investigating the effects of the Research Material in a cancer cell line.

1. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise. 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 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. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if CONFIDENTIAL information has been given to Recipient, such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when a shortened time period under court order or the Freedom of Information Act pertains. Manuscripts and abstracts must also be sent to Provider for courtesy notification after submission but prior to presentation or publication.
2. 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. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, the Research Material will be disposed of, if directed by Provider.
3. 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.
4. 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. 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.
5. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.
6. This Agreement shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.
7. Results of the Research Project shall be provided to the Provider. Proposed public disclosures shall be provided to Provider as described in Article 4.
8. Recipient agrees to notify Provider upon the filing of any patent applications related to research with this Research Material.
9. This Agreement shall terminate **two (2) years** from the date of the last signature below.

**Signatures Begin of Next Page**

**SIGNATURES**

**RECIPIENT**

Accepted and Agreed:

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Authorized Signature for Recipient Date

Recipient's Official and Mailing Address:

Name:

Title:

Address:

Email:

Phone:

**RECIPIENT INVESTIGATOR**

Read and Understood:

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

Signature Date

Recipient's Investigator’s Mailing Address:

Name:

Title:

Address:

Email:

Phone:

**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