CONFIDENTIALITY & MATERIAL TRANSFER AGREEMENT
For Screening Conducted by the Developmental Therapeutics Program at the National Cancer Institute

This Agreement presents terms for the confidential evaluation and screening of potential anti-cancer material(s) submitted to the National Cancer Institute (henceforth "NCI"). The screens are routine and not intended to generate new intellectual property for the NCI.

This Agreement is made by and between the National Cancer Institute, an agency of the United States Government, (hereinafter referred to as "NCI"), and the ORG (hereinafter referred to as "PROVIDER"). on behalf of its Principal Investigator UNAME. Collectively or individually, the NCI and PROVIDER shall also be referred to as "Parties" or "Party."

WHEREAS, PROVIDER has possession of the following material: COMPOUNDS (hereinafter referred to as the "Research Material").

WHEREAS, PROVIDER has certain confidential information relating to structures and properties of the Research Material (hereinafter referred to as the "Confidential Information");

WHEREAS, the NCI is interested in examining the Confidential Information to determine the appropriateness of screening the Provider's Material in the NCI's anti-cancer screen (henceforth "Purpose"); and

WHEREAS, once the NCI has examined the Confidential Information for the Purpose and made an affirmative determination that the Research Material is an appropriate candidate for screening, the Provider agrees to transmit the Research Material to the NCI;
NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

PART I: CONFIDENTIAL INFORMATION

1.PROVIDER shall disclose and transmit Confidential Information to the NCI in sufficient detail to enable the NCI to accomplish the Purpose. Information that is submitted electronically to the NCI under the terms of this Agreement and using the NCI's designated submission system [see https://dtps7.ncifcrf.gov/CompsubApp/] shall be considered Confidential Information, as will any additional written information supplied to the NCI by the Provider that describes the Research Material and is stamped "CONFIDENTIAL" by the Provider. Any oral disclosures of Confidential Information from Provider to NCI shall be reduced to writing and identified as being CONFIDENTIAL by written notice delivered to NCI within thirty (30) days after the date of the oral disclosure.

2.The NCI agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of PROVIDER as confidential, such efforts to be no less than the degree of care employed by the

NCI to preserve and safeguard its own confidential information. The Confidential Information shall not be disclosed, revealed, or given to anyone by the NCI except employees or individuals working on behalf of the NCI who have a need for the Confidential Information in connection with the NCI's evaluation, and such employees or individuals working on behalf of the NCI shall be advised by the NCI of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly.

3.The PROVIDER hereby acknowledges that the NCI shall not incur any liability merely for examining and considering the Confidential Information; however, the NCI agrees that it will not use the Confidential Information for any purpose except as set forth herein.

4.The NCI's obligations under Part I, Paragraphs 2 and 3 above shall not extend to any part of the Confidential Information of the PROVIDER:

(a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; or

(b) that can be demonstrated to have been in the NCI's possession or that can be demonstrated to have been readily available to the NCI from another source prior to the disclosure; or

(c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the NCI; or

(d) that can be demonstrated as independently developed or acquired by the NCI without reference to or reliance upon such Confidential Information; or

(e) that is required to be disclosed by law.

5.The NCI will purge by deletion all Confidential Information and other information obtained from the Provider and related to this Agreement if the NCI decides not to accept the Research Material into its screening program. However, the NCI may retain one copy of the Confidential Information for compliance purposes. If the NCI accepts the Research Material for screening and the Provider delivers the Research Material to the NCI, NCI agrees to treat in confidence, to the extent permitted by law all Confidential Information, for a period of three (3) years from the date of submission of the Research Material.

6.If, prior to the expiration of the three (3) year term for confidentiality, the Provider notifies NCI that the Provider's Confidential Information would benefit from a period of additional confidentiality protection, then the NCI shall make good faith efforts to negotiate with the Provider a separate confidential disclosure agreement to extend the term of confidentiality.

PART II: RESEARCH MATERIAL

1.Upon acceptance by the NCI for screening, the Research Material will be used by NCI in connection with the following research project ("Research Project"):

(a) primary *in vitro* cancer screening conducted by the NCI's Developmental Therapeutics Program

And, only upon mutual agreement of the Provider and NCI following the completion of *in vitro* cancer screening.

(b) primary *in vivo* cancer screening conducted by the NCI's Developmental Therapeutics Program

The Research Project will be considered to have reached completion (henceforth "Completion") upon NCI's final delivery to the Provider of all data collected from:
(i) *in vitro* screening activities; or (ii) from mutually agreed upon *in vivo* screening activities if both *in vitro* and *in vivo* activities are pursued. *In vitro* and *In vivo* data shall henceforth be individually or collectively referred to as "Data."

2.THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS.
The Research Material will only be used for the Research Project by NCI or individuals working on behalf of NCI, subject to the exception described by in Part II, Paragraph 7 of this Agreement. NCI agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

3.The NCI reserves the right to decline to screen Research Materials. Research Materials which NCI elects to not screen shall be returned to the Provider at the Provider's expense.

4.The Provider shall provide the NCI with the full chemical structure (including known stereochemistry) and molecular weight for small molecules, peptides and peptide-like agents. For proteins, biologics and other agents, the Provider shall provide sufficient information to unambiguously identify the agent. The Provider shall also include the recommended safe storage conditions and any known chemical or biological hazards for all Research Materials.

5.The NCI will supply the Provider with a copy of all Data.

6.The NCI shall return, at the Provider's expense, any Research Material remaining in NCI's possession if directed to do so by the Provider within thirty (30) days of the Completion of the Research Project.

7.If the Provider does not direct the NCI to dispose of Research Material then the NCI may, starting on the three (3) year anniversary of the date of submission, utilize any remaining Research Material for the NCI's own internal research activities and, furthermore, re-distribute remaining Research Material to third parties.

PART III: PUBLICATION

1.The Provider and the NCI intend that publications and presentations concerning the Research Project should be made upon mutual agreement of Provider and the NCI. NCI will keep the Data confidential for a period of three (3) years after delivery of Research Materials from the Provider. The conditions of this paragraph are subject to the exception described by below in Part III, Paragraph 2.

2.The NCI may publish or present the Data at any time subsequent to the Provider's public disclosure of part or all of the Data or of Provider's other data referring to the potential anticancer effect of the Research Material.

3.Before the NCI submits a paper or abstract for publication or otherwise intends to publicly disclose Data, NCI shall allow the Provider thirty (30) days to review the proposed publication or disclosure except when a shortened time period under court order or the Freedom of Information Act pertains. The Provider may request in writing that the proposed publication or other disclosure be delayed for up to forty-five (45) additional days to protect its own intellectual property rights.

4.In the event the Provider publicly discloses Data, the Provider shall give appropriate acknowledgement to the NCI. Provider understands the Government does not directly or indirectly endorse the Research Material or the Provider. Provider will not in any way state or imply that the Government or any of its organizational units or employees endorses the Research Material or Provider.

PART IV: GENERAL TERMS
1.This Research Material IS BEING SUPPLIED TO NCI 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.

2.It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to the NCI of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to PROVIDER.

3.It is understood and agreed by both Parties that the PROVIDER represents and warrants to the NCI that the Official signing this Agreement has the authority to do so.

4.The illegality or invalidity of any provision of this Agreement shall not impair, affect or validate the other provisions of this Agreement.

5.This Agreement constitutes the entire understanding of the parties concerning the Research Project and shall supersede any prior understanding or written or oral agreement regarding the use of the Confidential Information in evaluating the suitability of the Research Material for the Research Project, or for the use of the Research Material for the Research Project.
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