# National Cancer Institute

MATERIAL TRANSFER AGREEMENT-A

# Biological Materials maintained in the NCI-DCTD Tumor Repository

This Material Transfer Agreement ("MTA") has been adopted for use by the National Cancer Institute ("NCI") for transfers of biological materials, as described below, from the Division of Cancer Treatment and Diagnosis ("DCTD") Tumor Repository. Since the early 1960's, the DCTD Tumor Repository has maintained a low temperature repository of transplantable tumor and tumor cell lines from various species. The Repository serves as a resource for experimental tumor lines, many of which are not obtainable elsewhere. The Repository makes these materials, other than patient-derived xenograft (PDX) cancer models, available as a service to the research community.

Recipient Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Recipient”)

Recipient Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. NCI agrees to transfer to Recipient named above the following material from the DCTD Tumor Repository (“Research Material”):

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 The Research Material is provided in a manner that does not allow for direct identifiable patient information tobe transferred to the Recipient, and therefore does not constitute Human Subject Research as defined in 45 CFR Part 46, “Protection of Human Subjects.”

1. **The Research Material may not be used in human subjects or for the treatment or diagnosis of disease.** The Research Material will only be used for research purposes by Recipient Investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used for commercial purposes such as production or sale of the Research Material or sales of services using the Research Material. Recipient agrees to use the Research Material in compliance with all applicable laws and regulations.
2. This Research Material will be used by Recipient Investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Recipient agrees to acknowledge NCI's contribution of this Research Material in any oral presentations or written publications reporting use of the Research Material unless requested otherwise by NCI.
2. 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 NCI'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 or is required to be disclosed by law. Any oral disclosures from NCI to Recipient shall be identified as being **CONFIDENTIAL** by notice delivered to Recipient within ten (10) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if NCI has given **CONFIDENTIAL** information to Recipient such public disclosure may be made only after NCI 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.
3. This Research Material represents a significant investment on the part of NCI. Recipient Investigator therefore 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 NCI, except as noted below:

Research Material may be distributed by Recipient to contractor personnel at one or more contract research organizations (CRO), and transfers to CRO may be made directly by Recipient in order to perform all or part of the Research Project. “CRO” shall mean any third-party under a fee-for-service contractual arrangement with Recipient to perform work on behalf of Recipient involving the Research Material. This permission to transfer the Research Material does not extend to academic, nonprofit, or for-profit commercial collaborators, who are required to obtain a separate Agreement at the discretion of the NCI. The Research Material will be maintained by the CRO either in active culture or as frozen stocks in a manner consistent with this Agreement and will be subject to disposal either at completion of the Research Project or at the expiration or termination of this Agreement, whichever comes first.

The CRO will be subject to written obligation under their contract with the Recipient including but not limited to provisions prohibiting the disclosure of any NCI confidential information and prohibiting the use of these Materials for any purpose other than the Research Project, including for commercial purposes, with conditions no less stringent than those specified in this Agreement. Furthermore, Recipient shall inform CRO that if it desires to make, have made, or use the Research Material for purposes other than those described in Research Project for Recipient, the CRO is required to contact NCI and execute a separate agreement with NCI for such other purposes.

Each time the Recipient sends the Research Materials to a CRO, Recipient shall send to the NCI DCTD Tumor Repository for tracking purposes a copy of this Agreement along with details of the CRO in question, and a brief statement as to how the transfer is for purposes consistent with the Research Project.

NCI reserves the right to distribute the Research Material to others and to use it for its own purposes. Within thirty (30) days of when the Research Project is completed or five (5) years have elapsed, whichever occurs first, the Research Material will be disposed of by Recipient as directed by NCI. Furthermore, Recipient agrees that it shall be responsible for the destruction of and/or provision of written certification of destruction (“COD”) of any remaining Research Materials, including modified derivatives in CRO’s possession. The COD Notifications of Research Material shall be sent to dctdtumorrepository@mail.nih.gov.

1. The Research Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. **The NCI makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Research Material will not infringe any patent, copyright, trademark, or other proprietary rights of third parties.** NCI will not be liable for any loss, harm, illness or other damage or injury arising from Recipient’s handling, use or disposal of the Research Material. No indemnification for third party claims is intended, implied, or provided by either party.
2. Recipient may retain title to the patent rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply Governmental endorsement of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s).
3. The undersigned Recipient expressly certifies and affirms that the contents of any statements made herein are truthful and accurate.

**<Signatures Begin on Next Page>**

**SIGNATURE PAGE**

**RECIPIENT**

Agreed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Signature and Title, for Recipient** Date

**(Note- Authorized Signature has the authority to bind the Institution to the terms of this agreement.)**

Shipping Address:

Email:

Phone:

Billing Info (if different from shipping):

Email:

Phone:

Acknowledged by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Recipient** **Investigator’s Signature and Title Date**

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NCI**

Agreed by:

Authorized Signature for NCI:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Michelle Favila, Ph.D., Technology Transfer Manager, TTC, NCI**

Acknowledged by BTB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Bethany K. Asare, Ph.D., Biologist, BTB, DTP, DCTD, NCI, NIH**

NCI DCTD Tumor Repository Mailing Address:

BTB/DTP/DCTD/NCI/NIH

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Email: DCTDTumorRepository@mail.nih.gov