MATERIAL TRANSFER TERMS OF AGREEMENT

National Cancer Institute (NCI)
Patient-Derived Models Repository (PDMR) Program

The below terms and conditions (the "Terms") are incorporated by reference into Material Transfer Agreements ("MTAs" or "Agreements") that specifically reference this web address (https://dctd.cancer.gov/drug-discovery-development/reagents-materials/pdmr/using-pdmr/sops/2026-04-01-mta-terms.pdf) and have been adopted for use by the National Cancer Institute Patient Derived Models Repository ("NCI-PDMR") for transfers of materials to for-profit entities and non-profit institutions for research purposes. The Repository is comprised of patient-derived xenografts (PDXs), in vitro patient-derived cultures, and other materials that are generated and provided by NCI-PDMR to serve as a resource for public-private partnerships and for academic drug discovery efforts. Contributing Institutions have provided previously generated patient-derived materials for distribution by the PDMR (the "Contributing Institutions").

These Terms are effective as of **April 1, 2026** and will be archived on the NCI-PDMR website for reference.

1. Recipient agrees to use the Research Material, described with specificity in Appendix 1 (patient-derived xenograft requests), Appendix 2 (in vitro culture requests), and/or Appendix 3 (PDX Tumor Microarray requests), attached in the Agreement, in accordance with these Terms.

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research Material will only be used for research purposes by Recipient's Investigator in his/her laboratory under suitable containment conditions. This Research Material will not be used for commercial purposes such as in a product offered for sale or processes for the manufacture thereof, including quality control procedures, or in commercial services. Recipient agrees to comply with all Federal rules and regulations applicable to the handling of the Research Material. These samples are being provided in a manner that does not allow for direct identifiable patient information to the Recipient, and therefore do not constitute Human Subject Research as defined in 45 CFR Part 46, "Protection of Human Subjects". The NCI-PDMR represents that the collection of Research Material and its sharing with Recipient for research purposes was approved or exempted by the relevant Institutional Review Board and authorized by donors under informed consent in accordance with federal, state and local laws and regulations which address protection of human subjects in research, including 45 CFR part 46.

3. This Agreement will terminate as specified on the Coversheet. Within thirty (30) days of termination of the Agreement, the Research Material will be destroyed unless otherwise directed by NCI-PDMR. Sections 4-7 and 9-10 will survive termination or expiration of this Agreement.

4. In all oral presentations or written publications concerning the Research Material, Recipient will acknowledge the NCI-PDMR's contribution and that of the Contributing Institution(s), if any, of this Research Material unless requested otherwise in writing.

5. This Research Material represents a significant investment on the part of NCI-PDMR. Recipient therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under Recipient Investigator's direct supervision without advance written approval of NCI-PDMR. NCI-PDMR reserves the right to distribute the Research Material to others and to use it for its own purposes.

6. This Research Material is provided as a service to the research community and any Research Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NCI-PDMR makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient may retain title to the patent rights in inventions made by its employees in the course of their research. Recipient agrees not to claim, infer, or imply Governmental endorsement of the research, the institution or personnel conducting the research or any resulting product(s). 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.

8. The undersigned Recipient expressly certifies and affirms that the contents of any statements made herein are truthful and accurate.

9. Recipient agrees to provide NCI-PDMR on a confidential basis a written report containing data related to Recipient Investigator's direct use of the Research Material (the "Annual Report"). Data include, but are not limited to, short tandem repeat profiles (assessment of model stability), NextGen sequence files, model drug resistance or sensitivity, array data, metabolomics profiles, and pharmacodynamic profiles ("Data"). The Annual Report will be provided as described on the Coversheet. General templates for deposits of data will be provided on the NCI-PDMR public web site or upon request.

10. It is the intent of NCI-PDMR to make the Data disclosed in said Annual Report available to the scientific community by various means of publications (including digital distribution and oral presentation). Recipient hereby agrees that NCI-PDMR may make Data from the Annual Reports concerning molecular targets, available to the scientific community after one (1) year from date of receipt of the Annual Report by NCI-PDMR. The NCI-PDMR understands that the Recipient may need additional time to obtain proper protection of Intellectual Property which may arise during the course of research, Therefore, the time for release of the Data to the scientific community from said Annual Reports by NCI-PDMR may be extended up to one additional year upon the mutual written agreement of both parties.

11. Recipient acknowledges the following with respect to the Research Material:
    - For Cryopreserved PDX fragments, Recipient is required to implant the Research Material into NOD-SCID gamma IL2 receptor null (NSG) mice and establish a stock of cryopreserved vials to re-supply Recipient for future studies and the Recipient should generate a short tandem-repeat profile of their stock for comparison to the provided distribution lot;
    - Pathology and sequence data provided on the NCI-PDMR website are representative of the model that they request but there may be vial-to-vial variations due to inherent heterogeneity of the early-passage preclinical models provided by NCI-PDMR; and
    - Specific PDX fragments from specific lineages within a model cannot be provided. A single vial will be randomly selected from the distribution lot to supply requests received for a model.
    - For Cryopreserved in vitro models including patient-derived tumor cultures (PDCs), cancer-associated fibroblasts (CAFs), and organoids (PDOrg), the Recipient is required to initially expand and establish a stock of cryopreserved vials to re-supply Recipient for future studies using the PDMR-provided SOPs and recommended media for the specific culture received. Recipient should generate a short tandem-repeat profile of their stock for comparison to the provided distribution lot.
    - Models developed by Contributing Institutions and provided to the NCI-PDMR for distribution may vary (e.g., variations in molecular characterization, histopathology, etc) between institutions because they have distinct passage histories. Variations in methodology (e.g., fragment implant vs dissociated tumor implant), implant site (heterotopic vs orthotopic), tumor heterogeneity (different regions of a donor tumor may grow distinct subsets of the originating tumor) and mouse strain (e.g., NSG vs NOG vs SCID.bg) may result in expansion of distinct subsets of the tumor after a single passage which can be magnified with further passage. Therefore, direct comparisons of a specific tumor model from two independent sources should be approached cautiously. These same influences occur when Recipients expand the models at their own facilities and make comparisons to the representative data provided by the NCI-PDMR on the public web site (as well as other users of the same model).

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