**PUBLIC HEALTH SERVICE**

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**

**FOR NATIONAL CANCER INSTITUTE (NCI), DIVISION OF CANCER TREATMENT AND DIAGNOSIS (DCTD) EXTRAMURAL-PHS CLINICAL RESEARCH**

This Agreement is based on the model Cooperative Research and Development Agreement (“CRADA”) adopted on December 8, 2010 by the U.S. Public Health Service (“PHS”) Technology Transfer Policy Board for use by components of the National Institutes of Health (“NIH”), the Centers for Disease Control and Prevention (“CDC”), and the Food and Drug Administration (“FDA”), which are agencies of the PHS within the Department of Health and Human Services (“HHS”).

This Cover Page identifies the Parties to this CRADA:

The U.S. Department of Health and Human Services, as represented by the

**National Cancer Institute**

herein after referred to as “NCI” an Institute of the

**National Institutes of Health**

and

**[INSERT Collaborator’s official name]**,

hereinafter referred to as the “Collaborator”

having offices at **[INSERT Collaborator’s address]**,

created and operating under the laws of **[INSERT State of Incorporation]**.

Collectively or individually, each shall also be referred to as a Party or Parties.**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**

**FOR EXTRAMURAL-PHS CLINICAL RESEARCH**

**Article 1. Introduction**

This CRADA between NCI and Collaborator will be effective when signed by the Parties, which are identified on both the Cover Page and the Signature Page. The official contacts for the Parties are identified on the Contacts Information Page. Publicly available information regarding this CRADA appears on the Summary Page. The research and development activities that will be undertaken by NCI, NCI’s contractors or grantees, and Collaborator in the course of this CRADA are detailed in the Research Plan, attached as Appendix A. The staffing, funding, and materials contributions of the Parties are attached as Appendix B. An example of typical terms for a MTA for the transfer of Investigational Agent from NCI to NCI Extramural Investigators for Non-Clinical Studies is attached as Appendix C. For this Agreement, because CTEP and DCTD (defined below) within the NCI are responsible for the Research Plan, NCI, DCTD and CTEP may be used interchangeably in this Agreement when a specific program is responsible for an activity.

**Article 2. Definitions**

The terms listed in this Article will carry the meanings indicated throughout the CRADA. To the extent a definition of a term as provided in this Article is inconsistent with a corresponding definition in the applicable sections of either the United States Code (U.S.C.) or the Code of Federal Regulations (C.F.R.), the definition in the U.S.C. or C.F.R. will control.

“**Active Protocol**” means any Protocol conducted under the CRADA that is actively enrolling Human Subjects in the Protocol, or has Human Subjects in follow-up per the Protocol.

“**Adverse Event**” or “**AE**” means any untoward medical occurrence associated with the use of a drug in humans, whether or not considered drug related, as defined under 21 C.F.R § 312.32. See also FDA Good Clinical Practice Guideline (International Conference on Harmonisation (ICH) E6: “Good Clinical Practice: Consolidated Guidance, 62 Federal Register 25, 692 (1997)).

“**Affiliate**” means any corporation or other business entity controlled by, controlling, or under common control with Collaborator at any time during the term of the CRADA. For this purpose, “control” means direct or indirect beneficial ownership of at least fifty percent (50%) of the voting stock or at least fifty percent (50%) interest in the income of the corporation or other business entity.

“**Annual Report**” or **“IND Annual Report”** means the report of progress of an IND-associated investigation that the Sponsor must submit to the FDA within sixty (60) days of the anniversary of the effective date of the IND (pursuant to 21 C.F.R. § 312.33).

“**Background Invention**” means an Invention conceived and first actually reduced to practice (i) before the Effective Date, or (ii) outside of the Research Plan and not through using any data or materials generated under this CRADA, including but not limited to CRADA Data or Biospecimens.

“**Biomarker**” means a biological marker (including an imaging marker) that can be used to guide therapeutic administration of a drug including but not limited to: (i) to predict whether or not a patient is likely to be sensitive or resistant to treatment with a certain therapeutic agent; or (ii) to guide any aspect of clinical practice (e.g. dosing, safety, efficacy and response).

**“Biospecimens”** means blood, serum, urine, saliva, other bodily fluid, bone marrow, cells, or tissue samples/specimens collected under a Protocol from Human Subjects. The term “Biospecimen” further includes, without limitation, any tangible material directly or indirectly derived from such Biospecimens collected under the Protocol from Human Subjects, such as genes, gene fragments, gene sequences, proteins, protein fragments, protein sequences, DNA, RNA, and any subcellular structure.

“**Biospecimen MTA**” or **“BTA”** means the Biospecimen Use and Transfer Agreement, a materials transfer agreement under which NCI provides access to Biospecimens.

“**Canadian Institutions**” means Canadian Clinical Research Sites, which are members of NCI’s funded extramural clinical networks including the Experimental Therapeutics Clinical Trials Network (ETCTN) and the National Clinical Trials Network (NCTN).

“**Certificate of Confidentiality**” or “**CoC**” means a certificate issued by NIH pursuant to Section 301(d) of the Public Health Service Act (42 U.S.C. 241(d)), that protects the privacy of Human Subjects enrolled in the Protocol. With limited exceptions, defined in 42 U.S.C. 241(d), the CoC protects the parties from being required to disclose names, data or any information, documents or Biospecimens containing ISI (defined below) collected under the Protocol.

“**Clinical Investigator**” means, in accordance with 21 C.F.R. § 312.3, an individual who actually conducts a clinical investigation, that is, who directs the administration or dispensation of Investigational Agent to a subject, and who assumes responsibility for studying Human Subjects, for recording and ensuring the integrity of research data, and for protecting the welfare and safety of Human Subjects. For this CRADA, a Clinical Investigator can be an NIH Intramural Investigator or an NCI Extramural Investigator.

“**Clinical Research Site(s)**” means the site(s) at which the Protocol(s) described in the Research Plan will be performed.

“**Concept**” means NCI Investigator’s proposal to conduct a Phase 2 or Phase 3 clinical study, which typically focus on using an investigational agent to treat a specific disease, and are typically submitted by NCTN Groups or consortiums for review and approval by the NCI CTEP PRC.

“**Confidential Information**” means confidential scientific, business, financial information, or Identifiable Private Information provided that Confidential Information does not include:

(a) information that is publicly known or that is available from public sources;

(b) information that has been made available by its owner to others without a confidentiality obligation;

(c) information that is already known by the receiving Party, or information that is independently created or compiled by the receiving Party without reference to or use of the provided information; or

(d) information that relates to potential hazards or cautionary warnings associated with the production, handling, or use of the Investigational Agent.

“**Cooperative Research and Development Agreement**” or “**CRADA**” means an agreement, entered into pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. §§ 3710a *et seq*.), and Executive Order 12591 of April 10, 1987.

“**CRADA Collaborator Principal Investigator(s)**” or “**CRADA Collaborator PI(s)**” means the person(s) who will be responsible for the scientific and technical conduct of the Research Plan on behalf of the Collaborator.

“**CRADA Data**” means information developed by or on behalf of the Parties in the performance of the Research Plan, including Summary Data but excluding Raw Data. For clarity, CRADA Data includes data generated from Protocol Related Research and mutually approved Non-Clinical Studies but excludes data generated from Secondary Research.

“**CRADA Subject Invention**” means any Invention made by or on behalf of either or both Parties, conceived or first actually reduced to practice in the performance of the Research Plan.

**“CTA”** means Clinical Trial Agreement.

**“CTEP”** means the Cancer Therapy Evaluation Program, DCTD, NCI, a program within NCI that plans, assesses and coordinates all aspects of clinical trials including extramural clinical research programs, internal resources, treatment methods and effectiveness, and compilation and exchange of data.

**“CTEP Data Use Agreement”** means a data use agreement between NCI and a third party for access to data related to completed CTEP-sponsored or NCI Network-sponsored clinical trials that includes Collaborator manuscript review and the CTEP IP Option to Collaborator as mandatory terms for access to the data in the NCTN Data Archive, dbGaP or other NCI or NIH supported databases.

**“CTEP IP Option to Collaborators” or “IP Option”** means the intellectual property option described at: <https://ctep.cancer.gov/branches/rab/intellectual_property_option_to_collaborators.htm>,

also can be found in [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).](\\\\nciis-p401.nci.nih.gov\\Home01\\zhangjia\\0Model Agreements\\Crada\\0 CRADA model revision 2-16-2017\\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).)

**“DCTD”** means Division of Cancer Treatment and Diagnosis, NCI.

**“Data Safety Monitoring Board” or “DSMB”** is a group of individuals with pertinent expertise that reviews on a regular basis accumulating data from one or more ongoing clinical trials. The DSMB advises the sponsor regarding the continuing safety of Human Subjects and those yet to be recruited to a clinical trial, as well as the continuing validity and scientific merit of the trial. The DSMB is appointed by the Sponsor.

“**dbGaP**” means a NIH controlled-access data repository that archives and distributes individual-level phenotype, exposure, genotype, and sequence data, and the associations between them, which are generated from studies that have investigated the interaction of genotype and phenotype in humans.

**“Development Safety Update Report” or “DSUR”** means a comprehensive, thoughtful annual review and evaluation of pertinent safety information collected during the reporting period related to a drug under investigation (pursuant to FDA Guidance for Industry E2F August 2011). A DSUR may be submitted to the FDA in place of an IND Annual Report.

**“Drug Approval Form”** is a CTEP form included with a CTEP-approved clinical letter of intent (“LOI”) or clinical Concept when CTEP provides the LOI or the Concept to the Collaborator for review and approval of drug supply The Drug Approval Form is an official correspondence between CTEP and Collaborator regarding the LOI or the Concept. Collaborator will check the Drug Approval Form when it approves the LOI or the Concept and agrees to supply Investigational Agent for a proposed trial. CTEP will instruct NCI Investigators who submitted the LOI or the Concept to develop a full clinical Protocol after CTEP’s receipt of the approved Drug Approval Form from the Collaborator.

“**Drug Master File**” or “**DMF**” is described in 21 C.F.R. § 314.420. A DMF is a submission to the FDA that may be used to provide confidential detailed information about facilities, processes, or articles used in the manufacturing, processing, packaging, and storing of one or more human drugs.

“**Effective Date**” means the date of the last signature of the Parties executing this Agreement.

**“ETCTN”** means theExperimental Therapeutics Clinical Trials Network, a network comprised of 12 lead academic organizations with affiliated participating sites. The ETCTN was created to evaluate promising anticancer therapies using a coordinated, collaborative, and inclusive team-based approach to early phase experimental therapeutic clinical trials. NCI has formed partnerships in the pharmaceutical industry, academic institutions, and individual investigators for the early clinical evaluation of innovative cancer therapies.

“**ETCTN Biobank**”, currently referred to as EET Biobank, means an ETCTN-serving biorepository for collecting, processing and storing a variety of human specimens from patients with cancer who are participating in NCI-funded ETCTN and other NCI-supported early and experimental clinical trials.

**“FDA”** means the U.S. Food and Drug Administration.

**“Funding Agreement”** means a contract, grant, or cooperative agreement entered into between a Federal agency and another party for the performance of experimental, developmental or research work funded in whole or in part by the Federal Government.

“**Government**” means the Government of the United States of America.

“**Human Subject**” means, in accordance with the definition in 45 C.F.R. § 46.102(e)(1), a living individual about whom an investigator conducting research obtains, uses, studies, or analyzes:

(a) information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or; or

(b) Identifiable Private Information or identifiable biospecimens.

“**Identifiable Private Information**” or “**IPI**” about a Human Subject means private information from which the identity of the subject is or may readily be ascertained. Regulations defining and governing this information include 45 C.F.R. Part 46 and 21 C.F.R. Part 50.

“**Identifiable, Sensitive Information**” or “**ISI**” means, in accordance with the definition of 42 U.S.C. §241(d)(4), information that is about an individual and that is gathered or used during the course of research described in 42 U.S.C. §241(d)(1)(A) and ⎯ (A) through which an individual is identified; or (B) for which there is at least a very small risk, as determined by current scientific practices or statistical methods, that some combination of the information, a request for the information, and other available data sources could be used to deduce the identity of an individual.

“**IND**” means an “**Investigational New Drug Application**,” filed in accordance with 21 C.F.R. Part 312 under which clinical investigation of an experimental drug or biologic (Investigational Agent) is performed in Human Subjects in the United States or intended to support a United States licensing action.

“**Institutional Review Board**” or “**IRB**” means, in accordance with 45 C.F.R. Part 46, 21 C.F.R. part 56, and other applicable regulations in the United States and in accordance with International Conference on Harmonization (ICH) E6, an independent body comprising of medical, scientific, and nonscientific members, whose responsibility is to ensure the protection of the rights, safety, and well-being of the Human Subjects involved in a study. An IRB is sometimes referred to as an Ethics Committee (EC) or an Independent Ethics Committee (IEC) in jurisdictions other than the United States.

“**Investigational Agent**” or Investigational New Drug means, in accordance with the definition in 21 C.F.R. § 312.3, a new drug or biological drug that is used in a clinical investigation. For this Agreement, Investigational Agent means xxxxxxxxxxx provided by or on behalf of Collaborator.

“**Invention**” means any invention or discovery that is or may be patentable or otherwise protected under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act, 7 U.S.C. §§ 2321 *et seq*.

“**Investigator’s Brochure**” or **“IB”** means, in accordance with the definition in 21 C.F.R. § 312.23(a)(5), a document containing information about the Investigational Agent, including animal screening, preclinical toxicology, and detailed pharmaceutical data, including a description of possible risks and side effects to be anticipated on the basis of prior experience with the drug or related drugs, and precautions, such as additional monitoring, to be taken as part of the investigational use of the drug.

**“MTA”** means a Material Transfer Agreement.

**“Multi-Party Data”** means data from studies sponsored by NCI pursuant to CTAs or CRADAs, where such data are collected under Protocols and Non-Clinical Studies involving combinations of investigational agents supplied from more than one CTA or CRADA collaborator.

**“NCI Extramural Investigator”** means an investigator who is not an NCI employee and who is supported by NCI Funding Agreements as well as all personnel assisting the investigator in the performance of research under this CRADA.

**“NCI Investigator”** includes, for the purpose of this CRADA, any of NIH Intramural Investigator and NCI Extramural Investigator, who conducts clinical trials and/or Non-Clinical Studies.

“**NCI Materials**” means all tangible materials not first produced in the performance of this CRADA that are owned or controlled by NCI and used in the performance of the Research Plan.

“**NCI Navigator**” means the NCI web-based resource for cancer researchers to request patient specimens collected from cancer treatment trials in NCTN and other NCI trial programs for their studies.

**“NCI Network”** means the NCI Clinical Research Sites that participate in the ETCTN, the NCTN and other consortia and networks supported by NCI.

“**NCI Precision Medicine Trials**” means any clinical trials implemented as part of “NCI Precision Medicine Initiatives”, which are NCI supported initiatives involving targeted agents to treat cancer patients, which include but not limited to, NCI MATCH trial, NCI pediatric MATCH trial, NCI comboMATCH, immunoMATCH (iMATCH) and myeloMATCH.

**"NCTN"** means the National Clinical Trials Network, a consolidated and integrated program funded by NCI with the overall goal of conducting a spectrum of definitive clinical trials across a broad range of diseases and diverse patient populations, as well as development efforts preliminary to those trials, as part of NCI’s overall clinical research program for adults and children with cancer. The NCTN Program is comprised of four U.S. adult Network Groups, one Canadian adult Network Group, and one pediatric Network Group.

“**NCTN Data Archive**” or “**NCTN/NCORP Data Archive**” means the centralized, controlled-access database created by NCI for storing and sharing datasets generated from clinical trials of NCTN and the NCI Community Oncology Research Program (NCORP) with researchers for their secondary studies.

**“Network Group”** means one of the six (6) participants in the NCTN. Each Network Group is comprised of investigators who join together to develop and implement protocols. The lead Network Group for each Protocol, through its central operations and statistical center, supports the administrative and regulatory requirements of the clinical research, performs central data collection and analysis, verifies compliance with the relevant Protocol via a quality assurance program and site visit auditing, and publishes the study results.

“**NIH CRADA Extramural Investigator/Officer(s)**” means the NCI staff who are responsible for the conduct and/or management of the CRADA on behalf of the NIH. In the case of this CRADA, the NIH CRADA Extramural Investigator is Dr. XXX and the NIH CRADA Extramural Officer is Dr. Margaret Mooney.

**“NIH Intramural Investigator”** means an investigator who is an NCI or an NIH employee as well as all personnel assisting the investigator in the performance of research under this CRADA.

**“Non-Clinical Studies”** mean exploratory *in vitro*, *in vivo*, and *ex vivo* studies of the Investigational Agent using defined biological models including cell lines, xenograft models, circulating tumor cells, normal tissue, blood and any of its components and shall include ancillary correlative studies, proof-of-mechanism and proof-of-principle assays, development of imaging techniques, and evaluation of target linkage. Non-Clinical Studies may include studies using human materials derived from clinical trials (such as primary, metastatic, or circulating tumor cells, normal tissue, blood, and any of its components). Non-Clinical Studies can be performed by NCI Investigators.

“**Patent**” means any issued United States patent, any international counterpart(s), and any corresponding grant(s) by a non-U.S. government in place of a patent.

“**Patent Application**” means an application for patent protection for a CRADA Subject Invention with the United States Patent and Trademark Office (“U.S.P.T.O.”) or the corresponding patent-issuing authority of another nation.

“**Placebo**” means an inactive substance identical in appearance to the material being tested that is used to distinguish between drug action and suggestive effect of the material under study.

**“PMB”** means the Pharmaceutical Management Branch within CTEP, DCTD, NCI.

“**Protocol**” means the clinical investigation in which a drug is administered or dispensed to, or used involving, one or more human subjects. It describes the objective(s), design, methodology, statistical considerations, and organization of a trial. For the purposes of this CRADA, the term, Protocol, for clinical research involving Human Subjects, includes any and all associated documents, including informed consent forms, to be provided to Human Subjects and potential participants in the study.

“**Protocol Related Research**” or “**PRR**” means research such as Biomarker studies, correlative studies or research pursuant to a Protocol proposed by NCI Investigators affiliated with the Protocol that utilizes non-publicly available CRADA Data, de-identified Raw Data, and/or Biospecimens collected from patients enrolled on a Protocol under the CRADA.  Protocol Related Research is research that is either (a) conducted as a part of an Active Protocol or (b) is conducted following Protocol closure to accrual and treatment but (i) in the case of research conducted by NCTN, before any CRADA Data is released to the NCTN Data Archive or other NCI/NIH databases, and before Biospecimens are available through the NCI Navigator if applicable, in accordance with the procedures described in this CRADA; or (ii) in the case of research conducted by ETCTN, before the first presentation or publication of the results; or (iii) in the case of research conducted by any other NCI Investigator, before entry of CRADA Data into the applicable database and Biospecimen availability through an NCI Biobank if applicable, or, if no database entry is required, before first presentation.  \. All PRR will be reviewed and approved by the PRC and Collaborator and will be conducted by NCI Investigators under the CRADA.

**“Protocol Review Committee” (or “PRC”)** means the CTEP/DCTD committee that reviews and approves studies involving NCI investigational agents and/or activities supported by NCI.

“**Raw Data**” means the primary quantitative and empirical data first collected from experiments and clinical trials conducted within the scope of this CRADA. Raw Data includes case report forms and ISI.

“**Research Plan**” means the statement in Appendix A of the respective commitments of the Parties and includes each Protocol and/or Protocol Related Research and Non-Clinical Studies approved by the Parties and conducted thereunder. The Research Plan should describe the provisions for sponsoring the IND, clinical and safety monitoring, and data management.

“**Secondary Research**” means research conducted outside of the scope of a Protocol following Protocol completion by investigators (“Secondary Researcher”) through a Biospecimen MTA or CTEP Data Use Agreement, not limited to NCI Investigators, using non-publicly available CRADA Data, de-identified Raw Data and/or Biospecimens.  For clarity, Secondary Research is research that falls outside of the scope and timing requirements of Protocol Related Research as defined above.

“**Serious Adverse Event**” or “**SAE**” means an AE that results in the outcomes as defined under 21 C.F.R § 312.32(a). See also FDA Good Clinical Practice Guideline (International Conference on Harmonisation (ICH) E6: “Good Clinical Practice: Consolidated Guidance, 62 Federal Register 25, 692 (1997)).

“**Sponsor**” means, in accordance with the definition in 21 C.F.R. § 312.3, an organization or individual who assumes legal responsibility for supervising or overseeing clinical trials with Investigational Agents, and is sometimes referred to as the IND holder.

“**Steering Committee**” means the team whose composition and responsibilities with regard to the research performed under this CRADA are described in Section 3.12.

“**Summary Data**” means any extract or summary of the Raw Data, generated either by or, on behalf of, NCI or by, or on behalf of, Collaborator. Summary Data will not include any IPI and will be provided to Collaborator in those reports as described in Article 4.

**Article 3. Cooperative Research and Development**

3.1 **Performance of CRADA Activities.** Theactivities to be carried out under this CRADA will be performed by the Parties identified on the Cover Page as well as by NCI Investigators as described in the Research Plan. The NIH CRADA Extramural Investigator/Officer(s) and CRADA Collaborator PI(s) will be responsible for coordinating the scientific and technical conduct of this project on behalf of their employers. Collaborator agrees to directly contact CTEP (not NCI Investigators) for any inquiries regarding the studies under this Agreement.

3.2 **Research Plan**. The Parties recognize that the Research Plan describes the collaborative activities they will undertake and that interim research goals set forth in the Research Plan are good faith guidelines. Should events occur that require modification of these goals, then by mutual agreement the Parties can modify them through an amendment, according to Section 13.6.

3.3 **Use and Disposition of NCI Materials**. The Parties agree to use NCI Materials only in accordance with the Research Plan and Protocol(s), not to transfer these materials to third parties except in accordance with the Research Plan and Protocol(s) or as approved by the owning or providing Party, and, upon expiration or termination of the CRADA, to dispose of these materials as directed by the owning or providing Party.

3.4 **Third-Party Rights in Collaborator’s CRADA Subject Inventions**. If Collaborator has received (or will receive) support of any kind from a third party in exchange for rights in any of Collaborator’s CRADA Subject Inventions, Collaborator agrees to ensure that its obligations to the third party are both consistent with Articles 6 through 8 and subordinate to Article 7 of this CRADA.

3.5 **Disclosures to NCI**. Prior to execution of this CRADA, Collaborator agrees to disclose to NCI all instances in which outstanding royalties are due under a PHS license agreement and in which Collaborator had a PHS license terminated in accordance with 37 C.F.R. § 404.10. These disclosures will be treated as Confidential Information upon request by Collaborator in accordance with the definition in Article 2 and Sections 8.3 and 8.4.

3.6 **Clinical Investigator Responsibilities**. The Clinical Investigator will be required to submit, or to arrange for submission of, each Protocol associated with this CRADA to all appropriate IRBs, and for ensuring that the IRBs are notified of the role of Collaborator in the research. In addition to the Protocol all associated documents, including informational documents and advertisements, must be reviewed and approved by the appropriate IRB(s) before starting the research at each Clinical Research Site. The research will be done in strict accordance with the Protocol(s) and no substantive changes in a finalized Protocol will be made unless mutually agreed upon, in writing, by the Parties. Research will not commence (or will continue unchanged, if already in progress) until each substantive change to a Protocol, including those required by either the FDA or the IRB, has been integrated in a way acceptable to the Parties, submitted to the FDA (if applicable) and approved by the appropriate IRBs.

3.7 **Investigational New Drug Applications**.

3.7.1 DCTD, NCI, as indicated in the Research Plan, will prepare and submit any required IND(s) and all Clinical Investigators participating in DCTD-sponsored clinical trials must have completed registration documents on file (e.g. FDA 1572 forms, NCI Biosketch and Financial Disclosure Form) with CTEP.

3.7.2 Collaborator agrees to provide DCTD background data and information necessary to support the DCTD IND(s). Collaborator further agrees to provide to DCTD a letter of cross-reference authorization to Collaborator’s IND(s) and/or DMF(s) as soon as practicable after LOI or Concept approval or after receiving the initial version of Protocol, but no later than a week after Collaborator’s approval of the first version of the Protocol. Collaborator’s employees shall be reasonably available to respond to inquiries from the FDA regarding information and data contained in a Collaborator’s IND, DMF, other filings, or other information and data provided to DCTD by the Collaborator pursuant to this Article 3. If DCTD has provided information or data to assist Collaborator in an IND filing, DCTD will provide a letter of cross reference to its IND and respond to inquiries related to information provided by DCTD, as applicable.

3.7.3 If Collaborator supplies Confidential Information to DCTD in support of an IND filed by DCTD, this information will be protected in accordance with the corresponding confidentiality provisions of Article 8.

3.7.4 Collaborator may sponsor its own clinical trials and hold its own IND(s) for studies performed outside the scope of this CRADA. These studies, however, should not adversely affect the ability to accomplish the goal of the Research Plan, for example, by competing for the same study population. All data from those clinical trials are proprietary to Collaborator for purposes of this CRADA. Collaborator will permit DCTD to review and use such data for regulatory purposes for DCTD-sponsored clinical trials that are under the CRADA.

3.7.5 In the event that Canadian Institutions are participating in DCTD-sponsored clinical trials, Collaborator will assist in the submission of the regulatory documents to the Health Canada to allow for such participation. Such assistance may include a letter of cross-reference authorization to an existing Clinical Trials Application or a DMF, including supporting documentation on the production of the Investigational Agent, as outlined below:

(i) If Collaborator has a preexisting CTA or DMF on file with Health Canada, with a letter of cross-reference authorization from Collaborator, the Canadian Institution will file with Health Canada a CTA; or

(ii) If Collaborator doesn’t have a CTA or DMF, then the Canadian Institution can file the original CTA with certain information and input from Collaborator on the Investigational Agent as needed to complete the modules related to CMC and product quality; alternatively, Collaborator can choose to file a DMF and provide a cross reference letter to the Canadian Institution who will be responsible for all other regulatory activities and associated fees.

Details about Canadian filing requirements can be found through the following link: <https://www.canada.ca/en/health-canada/services/drugs-health-products/drug-products/applications-submissions/guidance-documents/guidance-document-master-files-procedures-administrative-requirements.html>

3.7.6 In the event that other international Clinical Research Sites, approved by Collaborator, are participating on the NCI-sponsored protocols, NCI will provide copies, with Collaborator’s approval, of the Investigational Agent Investigator's Brochure (IB) and Certificates of Analysis to the international Clinical Research Sites to support the regulatory filings. Collaborator will assist the international Clinical Research Sites with the submission of other necessary regulatory documents to allow for such participation. The international Clinical Research Sites will work directly with the Collaborator to obtain the necessary regulatory documents.

3.8 **Investigational Agent Information and Supply**.

3.8.1 Collaborator agrees to provide DCTD without charge and on a schedule that will ensure adequate and timely performance of the research, a sufficient quantity of formulated and acceptably labeled, clinical-grade Investigational Agent (and, as required by the Protocol(s), Placebo) to complete the clinical trial(s) agreed to and approved under this CRADA. Investigational Agent should be suitable for shipment to all countries and Clinical Research Sites participating in DCTD-sponsored clinical trials. DCTD does not maintain country-specific Investigational Agent supplies. Collaborator will provide a Certificate of Analysis to DCTD for each lot of the Investigational Agent provided. It is understood that DCTD shall take responsibility for and reasonable steps to maintain appropriate records and assure appropriate supply, handling, storage, distribution and usage of these materials in accordance with the terms of this Agreement, the Protocol(s) and any applicable laws and regulations relating thereto.

3.8.2 Collaborator agrees to supply sufficient inventory to ensure adequate and timely supply of Investigational Agent for mutually agreed upon Protocol(s). DCTD will provide updated forecasts of amounts of Investigational Agent anticipated for ongoing and anticipated studies. Collaborator further agrees to provide draft Investigational Agent labels to the NCI Pharmaceutical Management Branch (PMB) for review and agrees to reasonable labeling revisions to comply with DCTD label guidelines. NCI NSC (National Service Center) numbers will be required to be on the label of Investigational Agent for all DCTD-sponsored clinical trials.

3.8.3 Collaborator agrees to provide without charge Investigational Agent or unformulated analytical grade Investigational Agent or metabolites, if available, to DCTD to supply to NCI Investigators for the development of mutually agreed upon Non-Clinical Studies such as analytical assays and ancillary correlative studies conducted in conjunction with DCTD-sponsored Protocols. These studies will be approved by the PRC and conducted according to mutually approved clinical Protocols.

3.8.4 Collaborator agrees to provide Investigational Agent to NIH Intramural Investigators and NCI Extramural Investigators for mutually agreed Non-Clinical Studies designed to enhance the basic understanding and development of Investigational Agent. These may include, but are not limited to, non-clinical studies designed to support clinical trials in pediatric patients; non-clinical combination studies to provide data in support of a clinical trial and other pertinent requests. Each Non-Clinical Study will be proposed by the NIH Intramural Investigators and NCI Extramural Investigators and must be approved by both the NCI and Collaborator. A copy of the signed MTA for the NIH Intramural Investigator for the Non-Clinical Study will be considered to be part of the CRADA. The Non-Clinical Study conducted by the NIH Intramural Investigator is deemed to be included under the scope of this CRADA Research Plan. All NCI Extramural Investigators will sign MTAs substantially in the form attached hereto as Appendix C that acknowledge the proprietary nature of the Investigational Agent to Collaborator and include intellectual property and publication provisions.

3.8.5 Collaborator agrees to provide to the PMB the IB for Investigational Agent and all subsequent revisions/editions within two (2) weeks of its submission of such IB revisions/editions to FDA. In addition to being filed to the CTEP IND, the IB will be on file in the PMB and will be distributed to all NCI Investigators participating on a clinical trial using the Investigational Agent through a secure, password-protected website or by secure email. Distribution will be accompanied by a statement about the confidentiality of the document and will be electronic. All electronic distribution will be done using Adobe Acrobat PDF. Electronic versions should be emailed to the IB Coordinator at [IBCoordinator@mail.nih.gov](mailto:IBCoordinator@mail.nih.gov). Any IB received by the PMB should be formatted according to the current FDA Portable Document Format Specifications. Any IB received by the PMB that is not in this format will be converted before distribution at Collaborator’s expense.

3.9 **Investigational Agent Delivery and Usage**. Collaborator will ship the Investigational Agent and, if required, Placebo to NCI or its designee in containers marked in accordance with 21 C.F.R. § 312.6. NCI agrees that the Clinical Investigators will keep appropriate records and take reasonable steps to ensure that the Investigational Agent is used in accordance with the Protocol(s) and applicable FDA regulations. In addition, NCI agrees that the Investigational Agent (and all Confidential Information supplied by Collaborator relating to the Investigational Agent) will be used solely for the conduct of the CRADA Research Plan. Furthermore, NCI agrees that no analysis or modification of the Investigational Agent will be performed without Collaborator’s prior written consent. At the completion of the Research Plan, any unused quantity of Investigational Agent will be returned to Collaborator or disposed of as directed by Collaborator. The contact persons for PMB and Collaborator are identified on the Contacts Information Page.

3.10 **Auditing and** **Monitoring**.

3.10.1 DCTD, NCI will be responsible for monitoring Clinical Research Sites and for assuring the quality of all clinical data. Auditing and monitoring will comply with the DCTD guidelines as described on the CTEP website at:

http://ctep.cancer.gov/branches/ctmb/clinicalTrials/monitoring.htm. NCI clinical trials must be conducted in accordance with the FDA Good Clinical Practices (GCP).

3.10.2 Subject to the restrictions in Section 8.10 concerning IPI, ISI and any applicable restrictions of NCI and/or the relevant Data Safety Monitoring Board, and with reasonable advance notice and at reasonable times, NCI will permit Collaborator or its designee(s) access to Clinical Research Sites to audit Raw Data and source documents following the completion of the Protocol at times convenient to Clinical Research Sites. For Randomized phase 2 and phase 3 studies regardless of whether they are conducted under the oversight of a DSMB, the Collaborator will not have access to the Clinical Research Sites to audit until data release has been approved by NCI and by the DSMB where applicable. Collaborator may also make arrangements with NCI to audit Raw Data and source documents, at the completion of the Protocol primary end point and at Collaborator’s expense, to the extent necessary to verify compliance with FDA Good Clinical Practice and the Protocol.

DCTD will provide reasonable assistance to Collaborator for accessing additional data that remains at the Clinical Research Sites at the conclusion of the clinical study, for purposes of supporting Collaborator’s regulatory submissions related to the Investigational Agent, in the United States and abroad. Collaborator will be responsible for the costs associated with such access to additional data. Access and use of such additional data will be consistent with the restrictions in Article 8.

3.11 **FDA Meetings/Communications**. All formal meetings with the FDA concerning any clinical trial within the scope of the Research Plan and involving the Investigational Agent(s) will be discussed by Collaborator and NCI in advance. Each Party reserves the right to take part in setting the agenda for and to participate in these meetings. The Sponsor will provide the other Party with copies of FDA meeting minutes, all transmittal letters for IND submissions, IND safety reports, formal questions and responses that have been submitted to the FDA, Annual Reports, and official FDA correspondence, pertaining to the IND(s) under this CRADA, except to the extent that those documents contain the proprietary information of a third party or dissemination is prohibited by law.

3.12 **Steering Committee and CRADA Research.** The Parties agree to establish a Steering Committee comprising of at least the NIH CRADA Extramural Investigator/officer(s) and CRADA Collaborator PIs to conduct and monitor the proposed and ongoing clinical studies and non-clinical research using the Investigational Agent in accordance with the CRADA Research Plan. Members of the Steering Committee shall continue to remain employed by their respective employers under their respective terms of employment. If a member of the Steering Committee ceases to be employed by their respective employer, such member will be replaced with a new member that is an employee of that employer.

Additional CRADA information, including Steering Committee meeting reports, Protocol Review Committee records, clinical Protocols, IND and general regulatory information, and non-clinical and clinical data in NCI's possession and control shall remain on file with NCI.

3.13 **Protocol Related Research.** Protocol Related Research may be required and included in a Protocol, and will be reviewed and approved by CTEP and Collaborator while reviewing LOI, Concept or a Protocol. Collaborator agrees to provide funding to support the Protocol Related Research when Collaborator approves the LOI, Concept or a Protocol, if NCI’s resources are not available for the Protocol Related Research. Protocol Related Research can be conducted by NCI Investigators affiliated with the Protocol or by a commercial vendor. Biospecimens will be provided to the NCI Investigator or the commercial vendor and a Biospecimen MTA or a research service agreement must be signed by the NCI Investigator or the commercial vendor. All such agreements will contain provisions providing for Collaborator manuscript review and other reviews as described above, as well as the IP Option and data use rights granted to Collaborator in this CRADA with respect to Protocol Related Research, including without limitation Collaborator’s rights in Section 8.1. Data generated by the Protocol Related Research will be CRADA Data and will be included in a primary publication of the Protocol.

**Article 4. Reports**

4.1  **Interim Research Plan Reports**. The NIH CRADA Extramural Investigator/Officer(s) and CRADA Collaborator PI(s) will exchange information regularly, in writing.

NCI will provide Collaborator with standard monthly reports that outline the progress of the clinical trials under this CRADA: (i) demographic and patient enrollment, and response data for early phase, non-randomized studies; (ii) enrollment, demographic and other data excluding response data for randomized trials in addition to (iii) the monthly cumulative SAE summaries described in Article 4.4.1 (a).

NCI will also provide other information when available, which may include but not be limited to draft manuscripts, abstracts or presentations, copies of IND submissions and IND Annual Reports or the relevant portion concerning the Protocol(s), Invention reports or patent applications.

In addition, the Parties must exchange updated Investigator’s Brochures, formulation and preclinical data, and toxicology findings, as they become available. However, Collaborator will not have access to CRADA Data other than those described above and those contained in Safety Reports set forth in Section 4.4 until the completion of the Protocol and data release has been approved by NCI and by the DSMB where applicable.

4.2 **Final Research Plan Reports**. In lieu of final research plan reports, within twelve (12) months of the completion of each study conducted under the Research Plan of the CRADA, NCI will provide Collaborator with the following if not previously provided: (1) any abstracts and manuscripts provided by NCI Investigators arising from the Protocols under the Research Plan; and/or (2) the required results reporting submission to Clinical Trials.gov, and/or (3) a copy of the relevant portion of the IND(s) Annual Report or DSUR. In accordance with Section 8.7, Collaborator shall have the right to review such abstract or manuscript prior to submission and request a delay of such public disclosure for up to thirty (30) days to enable patent applications protecting the Collaborator’s rights in such information to be filed.

4.3 **Fiscal Reports**. If Collaborator has agreed to provide funding to NCI under this CRADA, and upon the request of Collaborator, then concurrent with the exchange of Final Research Plan Reports according to Section 4.2, NCI will submit to Collaborator a statement of all costs incurred by NCI for the CRADA. If the CRADA has been terminated, NCI will specify any costs incurred before the date of termination for which NCI has not received funds from Collaborator, as well as for all reasonable termination costs including the cost of returning Collaborator property or removal of abandoned Collaborator property, for which Collaborator will be responsible.

4.4 **Safety Reports**

4.4.1 Safety Reports During the Protocol

(a) Clinical Investigators will report all Serious Adverse Events to CTEP using the CTEP AERS reporting system and CTEP will assess all such Serious Adverse Events. Collaborator will receive a copy of all SAE reports within 24-hour of CTEP assessment and monthly cumulative SAE line listings.

1. DCTD shall report all suspected, serious and unexpected possible, probable and definite Adverse Events to FDA in accordance with the reporting obligations of 21 C.F.R §312.32 and will, within 24 hours of notification to FDA, forward all such IND safety reports to Collaborator. All other Adverse Event reports received by DCTD which do not meet the expedited reporting requirements above shall be reported to the FDA in the IND Annual Reports or DSUR consistent with 21 C.F.R §§312.32 and 312.33.

(c) In the event that Collaborator informs the FDA of any serious and unexpected Adverse Events related to the Investigational Agent, Collaborator must notify the NCI at the same time. NCI will then notify the Clinical Investigator(s) conducting studies under DCTD-sponsored Protocols, if appropriate.

4.4.2 During and for a period of two (2) years after the completion of a Protocol, the Collaborator shall promptly provide to the NCI any information that Collaborator has reasonably determined could directly affect the health or safety of past or current Human Subjects or influence the conduct of the Protocol in accordance with Collaborator’s pharmacovigilance provisions and/or as provided in the Investigator’s Brochure for the Investigational Agent. Such information may arise from any source, for example, Safety Reports provided to the FDA, study results, information in site monitoring reports or data safety monitoring committee reports. In each case, the NCI shall be free to communicate these findings to each Clinical Investigator to share with Human Subjects and the IRB, as appropriate. For purposes of this provision, Protocol completion is considered to occur once the clinical trial is permanently closed to patient accrual and treatment.

4.5 **IND Annual Reports or Development Safety Update Reports (DSURs).** DCTD will provide Collaborator a copy of the Annual Report(s) or DSURs for IND(s) filed pursuant to Paragraph 3.7.1, or such portion(s) concerning the Protocol(s), within one (1) week of the submission of the Annual Report to the FDA. Annual Reports will be kept confidential in accordance with Article 8. Collaborator will provide DCTD with a copy of its Annual Report(s) or DSURs to the FDA, or such portion(s) concerning the Investigational Agent in the Protocols, if Collaborator is sponsoring studies of Investigational Agent under its own IND. Annual Reports or DSURs will be kept confidential in accordance with Article 8.

**Article 5. Staffing, Financial, and Materials Obligations**

5.1 **NCI and Collaborator Contributions**. The contributions of any staff, funds, materials, and equipment by the Parties are set forth in Appendix B. The Federal Technology Transfer Act of 1986, 15 U.S.C. § 3710a(d)(1) prohibits NCI from providing funds to Collaborator for any activities under this CRADA.

5.2 **NCI Staffing**. No NCI employees will devote 100% of their effort or time to the Research Plan. NCI will not use funds provided by Collaborator under this CRADA for NCI personnel to pay the salary of any permanent NCI employee. Although personnel hired by NCI using CRADA funds will focus principally on the Research Plan, Collaborator acknowledges that these personnel may nonetheless make contributions to other activities, and these activities will be outside the scope of this CRADA.

5.3 **Collaborator Funding**. Collaborator acknowledges that Government funds received by Collaborator from an agency of the Department of Health and Human Services may not be used to fund NCI under this CRADA. If Collaborator has agreed to provide funds to NCI then the payment schedule appears in Appendix B and Collaborator will make payments according to that schedule. If Collaborator fails to make any scheduled payment, NCI will not be obligated to perform any of the Research Plan or to take any other action required by this CRADA until the funds are received. NCI will use these funds exclusively for the purposes of this CRADA. Each Party will maintain separate and distinct current accounts, records, and other evidence supporting its financial obligations under this CRADA and, upon written request, will provide the other Party a fiscal report according to Section 4.3, which delineates all payments made and all obligated expenses, along with the final research report described in Section 4.2.

**Article 6. Patenting and Licensing**

1. **Background Inventions**. Other than as specifically stated in this Article 6, nothing in this CRADA will be construed to grant any rights in one Party’s Background Invention(s) to the other Party, except to the extent necessary for the Parties to conduct the research and development activities described in the Research Plan.
2. **Invention Reporting**. The Parties shall promptly report to each other in writing each CRADA Subject Invention reported by their respective personnel, and any Patent Applications filed thereon, resulting from the conduct of the Research Plan. Each Party shall report all and any CRADA Subject Inventions upon awareness of their existence to the other Party in sufficient detail to ascertain inventorship, which will be determined in accordance with U.S. patent law. These reports will be treated as Confidential Information in accordance with Article 8 and will be sent by either Party to the Patenting and Licensing contacts identified on the Contacts Information Page herein.
3. Patenting and licensing of Inventions generated by NCI Investigators (whether NCI Intramural Investigator or NCI Extramural Investigator) conducting the Research Plan will be managed in a manner consistent with the IP Option. In addition, Inventions generated during Secondary Research conducted by any investigators, including NIH Intramural Investigators, will be subject to the terms of the IP Option. Any CRADA Subject Invention or any Invention that is supported by any data or materials generated under this CRADA will be subject to CTEP IP Option.

**Article 7. Rights and Obligations in CRADA Subject Inventions**

(a). NIH Inventions Under the IP Option.For Inventions generated by NIH Intramural Investigators, the Parties recognize that the text of the IP Option uses the term “Invention” but that the Federal Technology Transfer Act (15 U.S.C. Section 3710) only allows the Federal Government to provide rights to NIH’s CRADA Subject Inventions as defined in this CRADA. For clarity, the Parties recognize that the term “Invention” in the IP Option shall be understood as CRADA Subject Invention for the purposes of this CRADA. Further, the Parties recognize that the term “Institution” in the IP Option shall be understood as NIH for the purposes of a CRADA Subject Invention under this CRADA. The Parties hereby agree and recognize that the term “CTEP-provided Agent” shall be understood to include Investigational Agent for purposes of this CRADA.

(b). Government License in Collaborator Sole CRADA Subject Inventions. Pursuant to 15 U.S.C. § 3710a(b)(2), for CRADA Subject Inventions made solely by an employee of Collaborator, Collaborator grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice the CRADA Subject Invention or have the CRADA Subject Invention practiced throughout the world by or on behalf of the Government for research or other Government purposes.

**Article 8. Rights of Access and Use of Data and Biospecimens**

8.1 **Use of CRADA Data, and Biospecimens**. NCI and Collaborator agree to exchange all CRADA Data. The Parties will be free to utilize CRADA Data in their possession internally for their own purposes, consistent with their obligations under this CRADA. NCI may share CRADA Data with any contractors, grantees, or agents it has engaged to conduct the Research Plan, provided the obligations of this Section 8.1 are simultaneously conveyed.

Collaborator may share CRADA Data with any contractors, Affiliates, development partners or agents it has engaged to conduct the Research Plan, provided the obligations of this Section 8.1 are simultaneously conveyed.

Collaborator shall not transfer unpublished CRADA Data to any third party other than those set forth in this section unless it receives the written permission from the NCI and enters into a confidential disclosure agreement with such third party with confidentiality terms at least

as stringent as those set forth herein.

8.1.1 **CRADA Data**.

(a) NCI will share CRADA Data with Collaborator in the following manner:

i. Collaborator will receive safety data and regular study reports during the conduct of the study as described in Article 4.

ii. Upon completion of a Protocol and approval by NCI and the DSMB if applicable, Collaborator can contract with the NCI Network as appropriate for access to additional data to support regulatory filings.

iii. Upon completion of the Protocol and publication of the primary endpoint by NCI Investigators, Collaborator may request access to additional CRADA Data at Collaborator’s expense. Collaborator will also receive a copy of the Dataset as below defined to be submitted to publicly accessible databases prior to submission to these databases following the timeline as described in Paragraph 8.1.1 (c).

(b) Collaborator and NCI will use reasonable efforts to keep CRADA Data confidential until published. To the extent permitted by law, each Party will have the right to use any and all CRADA Data in and for any regulatory filing by or on behalf of the Party. Collaborator may use such unpublished CRADA Data for any regulatory purposes in accordance with Paragraph 8.1.1 (a) ii as long as the applicable regulatory authority will treat it confidentially. However, any unpublished CRADA Data provided by NCI or directly by NCI Investigators to Collaborator will be treated by Collaborator as Confidential Information until first published by the NCI Investigators.

1. As described above in Section 8.1.1(a)(iii), within six (6) months after publication of the primary endpoint data of a NCTN Study that includes Collaborator Investigational Agent, Collaborator will receive a complete de-identified dataset (“**Dataset**”) with the underlying data that support the publication from the Network Group and/or NCI Investigators and/or NIH Intramural Investigators (collectively, the “**NCI Network**”) conducting the NCTN Study. In accordance with Section 8.2, this Dataset will be entered into the “NCTN/NCORP Data Archive” (a controlled access database that takes requests from the general research community) six (6) months, but no later than eighteen (18) months after the Collaborator receives the Dataset, unless the Parties agree to an extended time period for completion of regulatory filings to health authorities; however, in no case will the time period extend beyond a total of thirty-six (36) months with extensions made in 6-month increments after the original 12-month extension period to eighteen (18) months.
2. The Dataset may be released to the NCTN/NCORP Data Archive prior to this timeframe with the mutual consent of NCI, the Collaborator, and the NCI Network. Earlier submission to the NCTN/NCORP Data Archive would be expected for a NCTN Study that is not going to be used for a regulatory filing, for example. Collaborator must notify NCI [NCICTEPACG@mail.nih.gov] within 6-months of receiving the Dataset to request more review time than the initial 6-month period. Collaborator’s extension request during this review period is proforma and NCI will extend the period to 18-months upon Collaborator request to continue reviewing the Dataset for potential regulatory uses. Collaborator will provide timely written notice to NCI if Collaborator subsequently needs more time to pursue, or decides not to pursue or continue to pursue regulatory filings with the Dataset, so that NCI may anticipate release of the Dataset to the NCTN/NCORP Data Archive. Should Collaborator request extensions beyond the original 18-month period, said extensions will be granted by NCI in 6-month increments so long as the extensions are to actively pursue or continue to pursue regulatory filings of the Dataset.

8.1.2. **Biospecimens**. If Collaborator possesses any human Biospecimens from clinical trials under the CRADA, the Biospecimens must be handled as described in the Protocol or as otherwise directed by NCI before the termination date of the CRADA.

8.2.         **Secondary Research:** **NCI Data Sharing and Biospecimens Sharing Policies**

8.2.1. All Secondary Researchers will be required to sign a Data Use Agreement (DUA) or BTA for accessing data or Biospecimen generated under the CRADA prior to receiving the requested data or Biospecimen, and all such DUAs or BTAs will contain provisions providing the IP Option as well as certain other rights as described therein.

8.2.2 Data Sharing Policies

(a) In order to comply with the NIH clinical data sharing policies, NCI/CTEP has created a database for NCI National Clinical Trials Network clinical trial data for phase 2 and phase 3 clinical trial (referred to as a “NCTN Study”) de-identified clinical trial datasets (each a subset of CRADA Data) known as the “NCTN/NCORP Data Archive.” Any Dataset to be entered into “NCTN/NCORP Data Archive” will be made available for Secondary Research upon NCI’s approval following the timeline stated in Paragraph 8.1.1(c) and then be referred to as “NCTN/NCORP Data Archive Datasets.”

(b) In harmony with the NIH genomic data sharing policies, NCI has implemented policies requiring that certain de-identified genomic data of Human Subjects under clinical protocols be submitted to the database of Genotypes and Phenotypes (dbGaP) (as defined at https://www.ncbi.nlm.nih.gov/gap) or the Genomic Data Commons (as defined at https://gdc.nci.nih.gov) following processes and terms substantially similar to those outlined above.

(c) Collaborator will receive a copy of each Secondary Research request for access to non-publicly available CRADA Data or de-identified Raw Data, including without limitation a submitted Dataset in the NCTN/NCORP Data Archive or de-identified genomic data. NCI will forward any abstracts or publications generated under executed DUAs NCI receives to the Collaborator.

8.2.3. NCI Biospecimens Sharing Policies

(a) The Parties acknowledge that Biospecimens collected during any NCI clinical trial are subject to NCI policies implementing NIH policies on data sharing and public access to publications.

(b) Requests for Biospecimens from investigators to conduct Secondary Research will be through the NCI Navigator for NCTN trials or through the ETCTN Biobank. The requests will be reviewed and approved by a CTEP committee, and provided to the Collaborator for review and comment, at least two (2) weeks before the Secondary Research can commence. Comments from Collaborator received by NCI will be forwarded to the requesting investigator for their consideration, and a copy of the revised final approved proposal, if there is one, will be forwarded to Collaborator promptly following its approval. NCI will forward any abstracts or publications generated under executed BTAs NCI receives to the Collaborator.

8.3 **Confidential Information**. Each Party agrees to limit its disclosure of Confidential Information to the amount necessary to carry out the Research Plan, and will place a confidentiality notice on all this information. A Party orally disclosing Confidential Information to the other Party will summarize the disclosure in writing and provide it to the other Party within fifteen (15) days of the disclosure. Each Party receiving Confidential Information agrees to use it only for the purposes described in the Research Plan. Either Party may object to the designation of information as Confidential Information by the other Party.

8.4 **Protection of Confidential Information**. Confidential Information will not be disclosed, copied, reproduced or otherwise made available to any other person or entity without the consent of the owning or providing Party except as required by a court or administrative body of competent jurisdiction, or federal law or regulation. Each Party agrees to use reasonable efforts to maintain the confidentiality of Confidential Information, which will in no instance be less effort than the Party uses to protect its own Confidential Information. Each Party agrees that a Party receiving Confidential Information will not be liable for the disclosure of that portion of the Confidential Information which, after notice to and consultation with the disclosing Party, the receiving Party determines may not be lawfully withheld, provided the disclosing Party has been given a reasonable opportunity to seek a court order to enjoin disclosure.

8.5 **Human Subject Protection**. The research to be conducted under this CRADA involves Human Subjects or human tissues within the meaning of 45 C.F.R. Part 46, and all research to be performed under this CRADA will conform to applicable federal laws and regulations. Additional information is available from the HHS Office for Human Research Protections (http://www.hhs.gov/ohrp/).

8.6 **Duration of Confidentiality Obligation**. The obligation to maintain the confidentiality of Confidential Information will expire at the earlier of the date when the information is no longer Confidential Information as defined in Article 2 or three (3) years after the expiration or termination date of this CRADA, except for IPI and ISI, for which the obligation to maintain confidentiality will extend indefinitely. Collaborator may request an extension to this term when necessary to protect Confidential Information relating to products not yet commercialized.

8.7 **Publications**.

8.7.1 The Parties are encouraged to make publicly available the results of their activities under the Research Plan. However, Collaborator will not publish or publicly disclose any CRADA Data provided by NCI Investigators under the CRADA without NCI’s permission. Before Collaborator or NCI Extramural Investigators or NIH Intramural Investigators submit a manuscript or abstract for publication about a CRADA Subject Invention or CRADA Data, the other Party will have thirty (30) days to review proposed manuscripts and three business (3) days to review proposed abstracts to assure that Confidential Information is protected. Either Party may request in writing that a proposed publication be delayed for up to thirty (30) additional days as necessary to file a Patent Application.

8.7.2 Manuscripts to be submitted for publication by NCI Investigators will be sent to NCI’s Regulatory Affairs Branch [NCICTEPpubs@mail.nih.gov] for forwarding to Collaborator for review as soon as they are received and in compliance with the timelines outlined above. Abstracts to be presented by NCI Investigators are required to be sent to NCI’s Regulatory Affairs Branch [NCICTEPpubs@mail.nih.gov] for forwarding to Collaborator as soon as they are received, preferably no less than three (3) business days prior to submission, but prior to presentation or publication, to allow for preservation of U.S. or foreign patent rights.

8.8 **NCI Investigators’ Research and Development Activities**. In pursuing the development of Investigational Agent pursuant to this CRADA, NCI utilizes NCI Investigators that are not NCI employees for part or all of the completion of this Research Plan, which may cover Non-Clinical Studies and clinical studies, through Funding Agreements and MTAs. Participation in DCTD-sponsored clinical trials by these investigators shall be determined after competitive solicitation and review of Protocol Letters of Intent (LOIs) or Concepts and Protocols by CTEP, NCI. All Funding Agreements and MTAs for the conduct of extramural clinical trials and Non-Clinical Studies will include the CTEP IP Option.

8.8.1 All NCI Investigators are bound by confidentiality provisions at least as restrictive as those provided in this CRADA and to Collaborator’s use of CRADA Data for obtaining regulatory approval for marketing Investigational Agent.

8.8.2 If Collaborator wants access to Raw Data or any other data in the possession of the NCI Investigators working with Investigational Agent, Collaborator must first contact the CTEP Regulatory Affairs Branch (RAB), as identified on the Contacts Information Page. Subsequent to written authorization by DCTD/CTEP, Collaborator may directly contact the NCI Investigators. Collaborator will bear any costs associated with Raw Data provided in formats customized for Collaborator, which costs will be paid by Collaborator directly to the NCI Investigators.

8.9 **Multi-Party Data Rights.** For clinical Protocol(s) including any PRRs and Non-Clinical Study(ies) where Investigational Agent is used in combination with another investigational agent supplied to NCI pursuant to a CTA or CRADA between NCI and an entity not a Party to this CRADA (hereinafter referred to as “Third Party”), the access and use of Multi-Party Data by the Collaborator and Third Party shall be co-exclusive as follows:

8.9.1 NCI will provide both Collaborator and Third Party with notice regarding the existence and nature of the agreements governing their collaborations with NCI, the design of the proposed combination Protocol(s) or Non-Clinical Study(ies), and the existence of any obligations that might restrict NCI's participation in the proposed combination Protocols or Non-Clinical Study(ies).

8.9.2 Collaborator shall agree to permit use of the Multi-Party Data from these trials by Third Party to the extent necessary to allow Third Party to develop, obtain regulatory approval for, or commercialize its own investigational agent(s). However, this provision will not apply unless Third Party also agrees to Collaborator’s reciprocal use of Multi-Party Data, which is documented by the signed Drug Approval Form.

8.10 **Human Subjects Privacy Protection.**

8.10.1 **Access, review and receipt of Identifiable Private Information and Identifiable Sensitive Information.** Collaborator access to and review of IPI and ISI shall be only for on-site quality auditing. Collaborator will receive IPI and ISI only if necessary for purposes of satisfying FDA or other health authorities' reporting requirements, and for internal research purposes, directly related to obtaining regulatory approval of Investigational Agent. Collaborator is prohibited from access, review, receipt, or use of such information for other purposes. All IRB approved Protocols and informed consent documents under this CRADA will clearly describe this practice. If the Collaborator will have access to IPI and/or ISI, the Protocol and the informed consent must clearly state (i) the existence of the Collaborator; (ii) the Collaborator's access to IPI and ISI, if any; and (iii) the extent to which confidentiality will be maintained. For clinical Protocol(s) involving a third party, the other party's access, review, receipt, or use of IPI and ISI shall be subject to the same limitations as described in this Paragraph 8.10.1 and Paragraph 8.10.2.

8.10.2 **Certificate of Confidentiality Obligations.** Any ISI that Collaborator receives from NCI is covered by a CoC and therefore all copies of ISI are immune from the legal process, and will not, without the consent of the Human Subject, be admissible as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.

Notwithstanding the foregoing, Collaborator will be permitted to disclose ISI:

a. If required by Federal, State, or local laws (e.g., as required by the Federal Food, Drug, and Cosmetic Act, or state laws requiring the reporting of communicable diseases to State and local health departments), excluding instances of disclosure in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding;

b. If the consent of the Human Subject to whom the information, document, or Biospecimen pertains obtained by the NCI allowed for such disclosure.

Prior to making any of the permitted disclosures above, Collaborator will ensure that any recipient of ISI protected by a CoC is aware of its confidential nature and the requirement to comply with the CoC.

**Article 9. Representations and Warranties**

9.1 **Representations of NCI**. NCI hereby represents to Collaborator that:

9.1.1 NCI has the requisite power and authority to enter into this CRADA and to perform according to its terms, and that NCI’s official signing this CRADA has authority to do so.

9.1.2 To the best of its knowledge and belief, neither NCI nor any NCI Investigator involved in this CRADA is presently subject to debarment or suspension by any agency of the Government that would directly affect its performance of the CRADA. Should NCI become aware that any of its personnel involved in this CRADA are debarred or suspended during the term of this CRADA, NCI will notify Collaborator within thirty (30) days.

9.2 **Representations and Warranties of Collaborator**. Collaborator hereby represents and warrants to NCI that:

9.2.1 Collaborator has the requisite power and authority to enter into this CRADA and to perform according to its terms, and that Collaborator’s official signing this CRADA has authority to do so.

9.2.2 Neither Collaborator nor any of its personnel involved in this CRADA, including Affiliates, agents, and contractors are presently subject to debarment or suspension by any agency of the Government. Should Collaborator become aware that any of its personnel involved in this CRADA are debarred or suspended during the term of this CRADA, Collaborator will notify NCI within thirty (30) days.

9.2.3 Subject to Section 12.3, and if and to the extent Collaborator has agreed to provide funding under Appendix B, Collaborator is financially able to satisfy these obligations in a timely manner.

9.2.4 The Investigational Agent provided has been produced in accordance with the FDA’s current Good Manufacturing Practice set out in 21 C.F.R. §§ 210-211, and ICH Q7, and meets the specifications cited in the Certificate of Analysis and Investigator’s Brochure provided.

**Article 10. Expiration and Termination**

10.1 **Expiration**. This CRADA will expire on the last date of the term set forth on the Summary Page. In no case will the term of this CRADA extend beyond the term indicated on the Summary Page unless it is extended in writing in accordance with Section 13.6.

10.2 **Termination by Mutual Consent**. NCI and Collaborator may terminate this CRADA at any time by mutual written consent.

10.3 **Unilateral Termination**. Either NCI or Collaborator may unilaterally terminate this CRADA at any time by providing written notice at least sixty (60) days before the desired termination date. NCI may, at its option, retain funds transferred to NCI before unilateral termination by Collaborator for use in completing the Research Plan. If Collaborator terminates this Agreement before the completion of all approved or active Protocol(s), then Collaborator will supply enough Investigational Agent (and Placebo, if applicable) to complete these Protocol(s) unless termination is for safety concerns.

10.4 **Funding for NCI Personnel**. If Collaborator has agreed to provide funding for NCI personnel and this CRADA is mutually or unilaterally terminated by Collaborator before its expiration, then Collaborator agrees that funds for that purpose will be available to NCI for a period of six (6) months after the termination date or until the expiration date of the CRADA, whichever occurs sooner. If there are insufficient funds to cover this expense, Collaborator agrees to pay the difference.

10.5 **New Commitments**. Neither Party will incur new expenses related to this CRADA after expiration, mutual termination or a notice of a unilateral termination and will, to the extent feasible, cancel all outstanding commitments and contracts by the termination date. Collaborator acknowledges that NCI will have the authority to retain and expend any funds for up to five (5) years subsequent to the expiration or termination date to cover any unpaid costs obligated during the term of the CRADA in undertaking the activities set forth in the Research Plan.

10.6 **Collaborator Failure to Continue Development**.

10.6.1 If Collaborator suspends development of the Investigational Agent without the transfer of its active development efforts, assets, and obligations to a third party within one hundred eighty (180) days of discontinuation, Collaborator agrees that NCI may continue developing the Investigational Agent. In that event, Collaborator agrees to transfer to NCI all information necessary to enable NCI to contract for the manufacture of the Investigational Agent and, unless abandoned for reasons relating to safety as determined by the Data Safety Monitoring Board, to provide the Investigational Agent (and Placebo, if any) in Collaborator’s inventory to NCI or arrange for an independent contractor to manufacture and provide Investigational Agent to NCI for two (2) years or until the completion of ongoing mutually agreed to Protocols.

10.6.2 If Collaborator abandons development or commercialization of Investigational Agent without the transfer of its development efforts to a third party within one hundred eighty (180) days of abandonment, NCI has the right to make CRADA Data and Raw Data available to a party other than the Collaborator.

**Article 11. Disputes**

11.1 **Settlement**. Any dispute arising under this CRADA which is not disposed of by agreement of the NIH CRADA Extramural Investigator/Officer(s) and CRADA Collaborator PI(s) will be submitted jointly to the signatories of this CRADA. If the signatories, or their designees, are unable to jointly resolve the dispute within thirty (30) days after notification thereof, the Assistant Secretary for Health (or his/her designee or successor) will propose a resolution. Nothing in this Paragraph will prevent any Party from pursuing any additional administrative remedies that may be available and, after exhaustion of such administrative remedies, pursuing all available judicial remedies.

11.2 **Continuation of Work**. Pending the resolution of any dispute or claim pursuant to this Article 11, the Parties agree that performance of all obligations will be pursued diligently.

**Article 12. Liability**

12.1 **NO WARRANTIES**. EXCEPT AS SPECIFICALLY STATED IN ARTICLE 9, THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE RESEARCH OR ANY INVENTION OR MATERIAL, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED UNDER OR OUTSIDE THE SCOPE OF THIS CRADA, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR MATERIAL, OR THAT A TECHNOLOGY UTILIZED BY A PARTY IN THE PERFORMANCE OF THE RESEARCH PLAN DOES NOT INFRINGE ANY THIRD-PARTY PATENT RIGHTS.

12.2 **Indemnification and Liability**. Collaborator agrees to hold the Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of the use by Collaborator for any purpose of the CRADA Data or CRADA Subject Inventions produced in whole or part by NCI employees under this CRADA, unless due to the negligence or willful misconduct of NCI, its employees, or agents. The Government has no statutory authority to indemnify Collaborator. Each Party otherwise will be liable for any claims or damages it incurs in connection with this CRADA, except that NCI, as an agency of the Government, assumes liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. Chapter 171.

12.3 ***Force Majeure***. Neither Party will be liable for any unforeseeable event beyond its reasonable control and not caused by its own fault or negligence, which causes the Party to be unable to perform its obligations under this CRADA, and which it has been unable to overcome by the exercise of due diligence. If a *force majeure* event occurs, the Party unable to perform will promptly notify the other Party. It will use its best efforts to resume performance as quickly as possible and will suspend performance only for such period of time as is necessary as a result of the *force majeure* event.

**Article 13. Miscellaneous**

13.1 **Governing Law**. The construction, validity, performance and effect of this CRADA will be governed by U.S. federal law, as applied by the federal courts in the District of Columbia. If any provision in this CRADA conflicts with or is inconsistent with any U.S. federal law or regulation, then the U.S. federal law or regulation will preempt that provision.

13.2 **Compliance with Law**. NCI and Collaborator agree that they will comply with, and advise any contractors, grantees, or agents they have engaged to conduct the Research Plan to comply with, all applicable Executive Orders, statutes, and HHS regulations relating to research on human subjects (45 C.F.R. Part 46, 21 C.F.R. Parts 50 and 56) and relating to the appropriate care and use of laboratory animals (7 U.S.C. §§ 2131 *et seq*.; 9 C.F.R. Part 1, Subchapter A). NCI and Collaborator will advise any contractors, grantees, or agents they have engaged to conduct clinical trials for this CRADA that they must comply with all applicable federal regulations for the protection of Human Subjects, which may include the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Part 164. Collaborator agrees to ensure that its employees, contractors, and agents who might have access to a “select agent or toxin” (as that term is defined in 42 C.F.R. §§ 73.4-73.5) transferred from NCI is properly licensed to receive the “select agent or toxin.”

13.3 **Waivers**. None of the provisions of this CRADA will be considered waived by any Party unless a waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, will not be deemed a waiver of any rights of any Party.

13.4 **Headings**. Titles and headings of the articles, sections, and paragraphs of this CRADA are for convenient reference only, do not form a part of this CRADA, and will in no way affect its interpretation.

13.5 **Severability**. The illegality or invalidity of any provisions of this CRADA will not impair, affect, or invalidate the other provisions of this CRADA.

13.6 **Amendments**. Minor modifications to the Research Plan may be made by the mutual written consent of the NIH CRADA Extramural Investigator/Officer(s) and CRADA Collaborator PI(s). Substantial changes to the Research Plan (Appendix A of this CRADA) and any changes to the CRADA including extensions of the term will become effective only upon a written amendment signed by the signatories to this CRADA or by their representatives duly authorized to execute an amendment. A change will be considered substantial if it directly expands the range of the potential CRADA Subject Inventions, alters the scope or field of any license option governed by Article 7, or requires a significant increase in the contribution of resources by either Party.

13.7 **Assignment**. Neither this CRADA nor any rights or obligations of any Party hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party. The Collaborator acknowledges the applicability of 41 U.S.C. § 6305, the Anti Assignment Act, to this Agreement.  The Parties agree that the identity of the Collaborator is material to the performance of this CRADA and that the duties under this CRADA are nondelegable.

13.8 **Notices**. All notices pertaining to or required by this CRADA will be in writing, signed by an authorized representative of the notifying Party, and delivered by first class, registered, or certified mail, or by an express/overnight commercial delivery service, prepaid and properly addressed to the other Party at the address designated on the Contacts Information Page, or to any other address designated in writing by the other Party. Notices will be considered timely if received on or before the established deadline date or sent on or before the deadline date as verifiable by U.S. Postal Service postmark or dated receipt from a commercial carrier. Notices regarding the exercise of license options will be made pursuant to the IP Option. Either Party may change its address by notice given to the other Party in the manner set forth above.

13.9 **Independent Contractors**. The relationship of the Parties to this CRADA is that of independent contractors and not agents of each other or joint venturers or partners. Each Party will maintain sole and exclusive control over its personnel and operations. If Collaborator elects to perform any portion of the Research Plan through a contractor(s) or consultant(s), Collaborator agrees to incorporate into such contract all provisions necessary to ensure that the work of such contractor(s) or consultant(s) is governed by the terms of the CRADA, including, but not limited to a provision for the assignment of inventions of the contractor(s) or consultant(s) to the Collaborator.

13.10 **Use of Name; Press Releases**. By entering into this CRADA, the Government does not directly or indirectly endorse any product or service that is or will be provided, whether directly or indirectly related to either this CRADA or to any patent or other intellectual-property license or agreement that implements this CRADA by Collaborator, its successors, assignees, or licensees. Collaborator will not in any way state or imply that the Government or any of its organizational units or employees endorses any product or services. Each Party agrees to provide proposed press releases that reference or rely upon the work under this CRADA to the other Party for review and comment at least five (5) business days before publication unless an expedited review is needed for patient safety reasons. However, either Party may disclose the Summary Page of the CRADA to the public without the approval of the other Party.

13.11 **Reasonable Consent**. Whenever a Party’s consent or permission is required under this CRADA, its consent or permission will not be unreasonably withheld.

13.12 **Export Controls**. Collaborator agrees to comply with U.S. export law and regulations, including 21 U.S.C. 382 and 21 C.F.R Part 312.110. If Collaborator has a need to transfer NCI Materials or NCI’s Confidential Information to a person located in a country other than the United States, to an Affiliate organized under the laws of a country other than the United States, or to an employee of Collaborator in the United States who is not a citizen or permanent resident of the United States, Collaborator will acquire any and all necessary export licenses and other appropriate authorizations.

13.13 **U.S. Sunshine Act Requirements**. NCI acknowledges and agrees that any direct or indirect Payments or Transfers of Value (“Payment or Transfer of Value” is any payment or transfer of value as defined in the U.S. Physician Payment Sunshine Act (42 USC 1320(e)(10)), and implementing regulations (42 CFR 403.900 et seq.) that is made with funding from Collaborator under this Agreement, to Covered Recipients as defined by such Act are subject to transparency reporting requirements. In any such disclosure, Collaborator will clearly differentiate between payments or other transfers of value to institutions and those made to individuals. Collaborator shall report Payments or Transfers of Value to NCI, a non-covered recipient under US Open Payments, hereunder as research payments attributable to NCI. NCI shall not contract with or make any Payment or Transfer of Value to a Covered Recipient for activities related to this CRADA without Collaborator’s prior written approval. Documentation concerning Payments or Transfers of Value to a Covered Recipient must be maintained by Institution or Investigator for five years. Notwithstanding the foregoing, NCI agrees, to the extent that it has the information readily available, to assist Collaborator in obtaining information in the event that any reporting details are missing from Collaborator’s records.

13.14 **Entire Agreement**. This CRADA constitutes the entire agreement between the Parties concerning the subject matter of this CRADA and supersedes any prior understanding or written or oral agreement.

13.15 **Survivability**. The provisions of Sections 3.3, 3.4, 3.8, 4.2, 4.3, 4.4, 5.3, 6-9.2, 10.3-10.6, 11.1, 11.2, 12.1-12.3, 13.1-13.3, 13.7, 13.8, 13.10 and 13-13-13.15 will survive the expiration or early termination of this CRADA.

SIGNATURES BEGIN ON THE NEXT PAGE

**SIGNATURE PAGE**

**ACCEPTED AND AGREED**

By executing this agreement, each Party represents that all statements made herein are true, complete, and accurate to the best of its knowledge. Collaborator acknowledges that it may be subject to criminal, civil, or administrative penalties for knowingly making a false, fictitious, or fraudulent statement or claim.

**FOR NCI:**

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

James H. Doroshow, M.D. Date

Director, DCTD/National Cancer Institute

**FOR COLLABORATOR:**

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

Signature Date

Typed Name:

Title:

**CONTACTS INFORMATION PAGE**

|  |  |  |
| --- | --- | --- |
| CRADA notice Types | NCI | Collaborator |
| CRADA notices in general | Jianqiao Zhang, Ph.D.  Regulatory Affairs Branch  Cancer Therapy Evaluation  Program, DCTD, NCI  9609 Medical Center Dr.,  Room 5-W534  Rockville, MD 20850  Email: zhangjia@mail.nih.gov  Tel: (240) 276-6580  Fax: (240) 276-7894 |  |
| LOIs or Concepts | ctepprocomments@tech-res.com |  |
| IBs and updated versions | IB Coordinator, Pharmaceutical Management Branch,  CTEP, DCTD, NCI  9609 Medical Center Drive, Rm 5W240  Rockville, MD 20892-9704  Tel: (240) 276-6575  Email: IBCoordinator@mail.nih.gov |  |
| Investigational Agent Delivery | Dr. Matthew J. Boron, RPh  Pharmaceutical Management Branch, CTEP, DCTD, NCI  9609 Medical Center Drive, Rm 5W240  Rockville, MD 20892-9704  Tel: (240) 276-6575  E-mail: boronm@ctep.nci.nih.gov |  |
| Collaborator Sharepoint Site  (Protocols, Protocol Amendments, IND submission, IND Annual Reports. Clinicaltrials.gov submission draft, FDA meeting-related notice etc. ) | [CollaboratorCorrespondence@tech-res.com](mailto:CollaboratorCorrespondence@tech-res.com) |  |
| 24-hr CTEP Assessed SAE Reports | [CTEPSupportAE@tech-res.com](mailto:CTEPSupportAE@tech-res.com) |  |
| Collaborator Pharma Reports  (monthly cumulative SAE reports and Interim Research Plan Reports) | [ncicteppharmareport@mail.nih.gov](mailto:ncicteppharmareport@mail.nih.gov) |  |
| Patenting and Licensing | Technology Transfer Center, NCI  NCI Shady Grove  Mailing Address:  9609 Medical Center Dr.  Room 1E-530, MSC 9702  Bethesda, MD 20892-9702  Courier Address:  9609 Medical Center Dr.  Room 1E-530, MSC 9702  Rockville, MD 20850-9702  Phone: 240-276-5530  Fax: 240-276-5504 |  |
| Manuscripts Abstracts | [NCICTEPpubs@mail.nih.gov](mailto:NCICTEPpubs@mail.nih.gov) |  |
| Press releases | [NCICTEPpubs@mail.nih.gov](mailto:NCICTEPpubs@mail.nih.gov) |  |

**SUMMARY PAGE**

*EITHER PARTY MAY, WITHOUT FURTHER CONSULTATION OR PERMISSION,*

*RELEASE THIS SUMMARY PAGE TO THE PUBLIC.*

**TITLE OF CRADA:**

**NIH Component**: The National Cancer Institute

**NIH CRADA Extramural Investigator/Officer(s)**: Dr. \_\_\_\_\_\_\_\_\_\_\_

Dr. Margaret Mooney

**Collaborator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CRADA Collaborator Principal Investigator:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Term of CRADA:** Five (5) years from the Effective Date

**ABSTRACT OF THE RESEARCH PLAN:**

Collaborator and the National Cancer Institute have entered into a Cooperative Research and Development Agreement (“CRADA”) under which they will collaborate on the non-clinical and clinical development of XXX, a Description proprietary to Collaborator, as an anti-cancer agent.