

## MATERIAL TRANSFER AGREEMENT

**Provider:**

**Recipient:**     **The National Cancer Institute (“NCI”)**

### BACKGROUND

*The Clinical Proteomic Technologies for Cancer (CPTC) initiative supported by the National Cancer Institute is working to optimize proteomic technologies and reagents for the entire cancer community, to accelerate the identification and validation of cancer biomarkers and potential drug targets that can dramatically improve the detection, treatment, and ultimately the prevention of cancer. In an effort to produce and distribute the highest quality and most useful resources to the scientific community, this MTA will be used to transfer materials to NCI for the purpose of producing highly-characterized proteomic resources for wide distribution to the research community.*

1. Provider agrees to transfer to NCI the following Material:
2. This Material will be used by Recipient in connection with the following project ("Project") described with specificity as follows:

The Material will be used by NCI to produce proteomic resources which may include but not be limited to antibodies, hybridomas or arrays (“Proteomic Resources”) for widespread distribution to the research community which is consistent with the goals of the CPTC. An aliquot of hybridoma clones and/or DNA clones (“CPTC Clones”) made from the Material will be returned to Provider.

3. THIS MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Material will only be used by NCI for the Project described above, under suitable containment conditions and in compliance with all Federal rules and regulations applicable to the Project and the handling of the Material. All Parties acknowledge and agree that the Material provided to NCI may be shared with NCI’s consultants, contractors or agents to complete the Project. It is agreed among the Parties that Provider is providing no sensitive or proprietary information that may accompany the Material.

4. NCI agrees to retain control over this Material and further agrees not to transfer the Material to third-parties without advance written approval of Provider except as so noted in Article 2. NCI will also retain for archive purposes only hybridomas it successfully generates against the Material.

5. All Parties acknowledge and agree that the Proteomic Resources produced using the Material as part of the Project will be widely distributed by the University of Iowa Hybridoma Bank for research purposes to nonprofit and academic and commercial organizations.

6. Permitted uses of CPTC Clones.

Under this Material Transfer Agreement, an aliquot of CPTC Clones will be returned to Provider. Provider is permitted to use the CPTC Clones for research purposes consistent with the objectives of the CPTC program. Additionally, Provider is free to use CPTC Clones for commercial purposes such as production, screening, and sale, subject to the following conditions:

- a) CPTC CLONES MAY NOT BE USED (BY PROVIDER OR ANY COMMERCIAL PARTNER/LICENSEE) IN HUMAN SUBJECTS RESEARCH.
- b) For any research use of CPTC Clones, or for any commercial use of CPTC Clones (either by Provider or by any commercial partner/licensee), Provider and/or commercial partner/licensee shall include the unique CPTC identifier(s) (i.e., CPTC-IL 18-2) in all downstream products/services or publications.
- c) For all commercial uses of CPTC Clones, and unless prohibited by law from doing so, Provider agrees to hold NCI harmless and to indemnify NCI for all liabilities, demands, damages, expenses and losses arising out of Provider's commercial use of the CPTC Clones. For all commercial uses of CPTC Clones by Provider's commercial partner/licensee, Provider shall include in that commercial arrangement language which specifies that commercial partner/licensee shall hold NCI harmless and to indemnify NCI for all liabilities, demands, expenses and losses arising out of commercial partner/licensee's use of the CPTC Clones.
- d) NCI is to be notified of any commercial activity by Provider or Provider's commercial partner/licensee so that the CPTC program can track how CPTC Clones are being used in commercial settings.

Notwithstanding the permitted commercial use of CPTC Clones by Provider under this Article 6, Provider understands that NCI retains the independent right to negotiate agreements with commercial entities for the release of CPTC Clones through the University of Iowa Hybridoma Bank. NCI has no plans to pursue this option except in exceptional circumstances where doing so is necessary to meet the objectives of CPTC for wide-spread distribution of Proteomic Resources and as so articulated in the background section of this Agreement.

7. THE MATERIAL IS BEING SUPPLIED TO NCI WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties.

8. NCI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE RESULTING PROTEOMIC RESOURCES MADE USING THE MATERIAL AS PART OF THE PROJECT. Furthermore NCI makes no representations that the resulting Proteomic Resources made using the Material will not infringe any patent or proprietary rights of third parties.

9. Provider confirms that Provider's organization holds no background intellectual property rights either to the Materials or any use thereof.

10. Each Party shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Project. No indemnification for any loss, claim, damage or liability is intended or provided by any Party under this Agreement. The NCI, as an agency of the United States Government, assumes liability only to the extent provided under the federal Tort Claims Act, 28 U.S.C. 2671 et seq.

**(Signatures Begin on the Following Page)**

**For the National Cancer Institute**

\_\_\_\_\_  
Henry Rodriguez, PH.D.  
Program Director, CPTC, NCI

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Date

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Tara Hiltke, PH.D.  
Program Manager, CPTC, NCI

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Date

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\_\_\_\_\_  
Jeffrey Thomas, PH.D., NCI  
Authorized NCI Official

\_\_\_\_\_  
Date

NCI Technology Transfer Center  
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Frederick, MD 21701

**For PROVIDER**

\_\_\_\_\_  
(Scientific or Business Contact)

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Date

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

Address: