

## MATERIAL TRANSFER AGREEMENT

**Provider:**

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

*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 NCI 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 wide distribution for research purposes to nonprofit, academic and commercial organizations. Distribution of Proteomic Materials for research purposes will be facilitated by way of agreements in place with the Developmental Studies Hybridoma Bank at the University of Iowa.

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 and Article 5.
5. 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 for research purposes to nonprofit, academic and commercial organizations. NCI reserves the specific right to distribute the Proteomic Resources it produced from the Material as part of the Project for commercial uses including but not limited to sale, production or screening.
6. 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.

7. 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.

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

9. 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**

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Henry Rodriguez, Ph.D., M.B.A.  
Director  
Office of Cancer Clinical Proteomics Research

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Date

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Tara Hiltke, Ph.D.  
Program Manager  
Office of Cancer Clinical Proteomics Research

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Date

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Kevin Brand, M.S., J.D.  
Authorized NCI Official

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Date

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**For PROVIDER**

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(Scientific or Business Contact)

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Date

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Authorized Official

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Date

Address: