PUBLIC HEALTH SERVICE

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("**MTA**") has been adopted for use by the National Institutes of Health ("NIH"), the Food and Drug Administration ("FDA"), and the Centers for Disease Control and Prevention ("CDC"), collectively referred to herein as the United States Public Health Service ("**PHS**") within the Department of Health and Human Services ("**DHHS**"), in all transfers of research material ("**Research Material**") whether **PHS** is identified below as its **Provider** or **Recipient.**

Provider:

_____

Recipient:

_____

1. **Provider** agrees to transfer to **Recipient's** Investigator named below the following **Research Material:**

_____

2. THIS **RESEARCH MATERIAL** MAY NOT BE USED IN HUMAN SUBJECTS. The **Research Material** will only be used for research purposes by **Recipient's** investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This **Research Material** will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. **Recipient** agrees to comply with all Federal rules and regulations applicable to the **Research Project** and the handling of the **Research Material.**

2(a). Were **Research Materials** collected according to 45 CFR Part 46, "Protection of Human Subjects"?
____ Yes (Please provide Assurance Number:_____)
____ No
____ Not Applicable (Materials not collected from humans)

3. This **Research Material** will be used by **Recipient's** investigator solely in connection with the following research project ("**Research Project**") described with specificity as follows *(Use an attachment page if necessary*.):

4. In all oral presentations or written publications concerning the **Research Project**, **Recipient** will acknowledge **Provider's** contribution of this **Research Material** unless requested otherwise. To the extent permitted by law, **Recipient** agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of **Provider's** written information about this **Research Material** that is stamped **"CONFIDENTIAL,"** except for information that was previously known to **Recipient** or that is or becomes publicly available or which is disclosed to **Recipient** without a confidentiality obligation. Any oral disclosures from **Provider** to **Recipient** shall be identified as being **CONFIDENTIAL** by written notice delivered to **Recipient** within thirty (30) days after the date of the oral disclosure. **Recipient** may publish or otherwise publicly disclose the results of the **Research Project**, but if **Provider** has given **CONFIDENTIAL** information to **Recipient** such public disclosure may be made only after **Provider** has had thirty (30) days to review the proposed disclosure to determine if it includes any **CONFIDENTIAL** information, except when a shortened time period under court order or the Freedom of Information Act pertains.

5. This **Research Material** represents a significant investment on the part of **Provider** and is considered proprietary to **Provide**r. **Recipient's** investigator therefore agrees to retain control over this **Research Material** and further agrees not to transfer the **Research Material** to other people not under her or his direct supervision without advance written approval of **Provider**. **Provider** reserves the right to distribute the **Research Material** to others and to use it for its own purposes. When the **Research Project** is completed, the **Research Material** will be disposed of, if directed by **Provider**.

6. This **Research Material** is provided as a service to the research community. IT IS BEING SUPPLIED TO **RECIPIENT** 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 **Research Material** will not infringe any patent or proprietary rights of third parties.

7. When **Provider** is the **PHS**: **Recipient** shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the **Research Project**. **Recipient** agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "**Government**") of the **Research Project**, the institution or personnel conducting the **Research Project** or any resulting product(s). Unless prohibited by law from doing so, **Recipient** agrees to hold the **Government** harmless and to indemnify the **Government** for all liabilities, demands, damages, expenses and losses arising out of **Recipient's** use for any purpose of the **Research Materia**l.

8. When **Recipient** is the **PHS**: The **PHS** shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the **Research Project**. The **PHS** is not authorized to promise rights in advance for inventions developed under this **Agreement**. **Provider** acquires no intellectual property rights under this **MTA**, but may apply for license rights to any patentable invention that might result from this **Research Project**. It is the intention of **PHS** that **Provider** not be liable to **PHS** for any claims or damages arising from **PHS** use of the **Research Material**; however, no indemnification is provided or intended.

9. The undersigned **Provider** and **Recipient** expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

10. This **MTA** shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

11. Any additional terms:

Recipient:

_____ _____
Date Scientist

_____ _____
Date Branch Chief

_____ _____
Date Suzanne L. Winfield, Ph.D., NIMH Technology Development Coordinator

Recipient's Official Address:

6011 Executive Boulevard, Suite 325

OTT Service Center

Rockville, MD 20852-7660

Recipient's Laboratory Address:

_____

_____

_____

_____ _____
Date **Provider's** Investigator and Title

_____ _____
Date Authorized Signature for **Provider** and Title

Provider's Official and Mailing Address:

_____

_____

_____

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 USC §§3801-3812 (civil liability) and 18 USC §1001 (criminal liability including fine(s) and/or imprisonment).