

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 **Provider**. **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 Material**.
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's** 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:

Date **Recipient's** Investigator and Title

Date Authorized Signature for **Recipient** and Title

Recipient's Official and Mailing 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).