Model Agreement First Approved: May 22, 1989 Last Revised and Approved by TTB/NCI and DCTD/NCI: October 29, 1999

> Natural Products Branch Developmental Therapeutics Program Division of Cancer Treatment and Diagnosis National Cancer Institute National Institutes of Health

# NATURAL PRODUCTS REPOSITORY MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("MTA") has been adopted for use by the National Institutes of Health ("NIH") and revised for use in the Natural Products Branch ("NPB") of the Developmental Therapeutics Program (DTP), of the Division of Cancer Treatment and Diagnosis ("DCTD"), of the National Cancer Institute ("NCI") of the NIH for all transfers of research materials ("Research Material") from the Natural Products Repository ("NPR") of NPB, DTP, DCTD, NCI.

The NPR represents a resource of natural products (e.g., plant extracts, microbial cultures, etc.) which are being used for the discovery and development of new agents for the treatment and prevention of cancer and AIDS. These Research Materials have been collected from one or more Source Countries, generally in collaboration with one or more Source Country Organizations. ("Source Country Organization" or "SCO" is defined as a governmental entity of a country from which the Research Material was obtained or an appropriate organization affiliated with the Source Country with authority to provide the Research Material to NCI.) NCI wishes to promote the use of this national resource by other organizations involved in the discovery of bioactive agents of relevance to the NCI mission, and will provide limited quantities of Research Materials from the NPR to selected qualified research organizations for such purposes, under the selection criteria and procedures set forth in Appendix A.

This MTA specifies the conditions under which NCI will transfer samples to successful applicant investigators. In the event an applicant is successful, this MTA represents the terms of agreement between NCI and the applicant investigator's institution [hereinafter referred to as "Recipient," except that "Recipient" will refer to the investigator as an individual if he or she is unaffiliated with an institution].

## Specifically:

1. NCI shall disclose to Recipient Confidential Information on the Research Materials currently available from the NPR solely for the purpose of and in sufficient detail to enable Recipient to identify and select specific Research Materials for evaluation as described in Recipient's proposal to NPB, DTP and approved by the DTP Committee on Natural Products Repository Access on

Alternatively, Recipient may specify immediately below the types of Research Materials it would like to access from the NPB:

However, Recipient will not have access to Research Materials in the Active Repository (i.e., materials that are or recently have been the subject of investigation by NCI scientists), nor will it be informed about what materials are in the Active Repository, unless Recipient agrees to the special terms appearing on

## Page 6 of this Agreement.

Recipient agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by Recipient to preserve and safeguard Recipient's own confidential information. The Confidential Information shall not be disclosed, revealed or given to anyone except employees of Recipient who shall have a need to have Confidential Information in connection with Recipient's evaluation, and who have entered into a secrecy agreement with Recipient (or are covered by a secrecy obligation to Recipient) under which such employees are required to maintain confidential and secure the proprietary information of Recipient. Furthermore, such employees shall be advised by Recipient of the confidential Information and of their obligation to treat the Confidential Information accordingly.

It is hereby acknowledged by NCI that Recipient shall incur no liability merely for examining and considering the Confidential Information; however, Recipient agrees that it will not use the Confidential Information for any purpose except as set forth herein.

2. NCI agrees to transfer to Recipient for evaluation specific crude extracts listed in the Confidential Information, upon request by Recipient and approval by NPB, DTP. An electronic record of the specific extracts provided will be kept by the NPB and will be updated as Research Materials are provided to Recipient. This electronic record will serve as an appendix to this agreement. A written copy of this record will be provided on a periodic basis or upon request to the Recipient.

3. <u>THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS</u>. This Research Material will only be used for research purposes by Recipient under suitable containment conditions. Exchange of samples among collaborating organizations or individuals not party to this MTA may occur only upon execution of a copy of this MTA by each such collaborator. This Research Material will not be used for commercial purposes such as production or sale. A commercialization license may be required for commercial use of the Research Material. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge the contribution of NCI, as well as the SCO and any other appropriate organizations or individuals as identified by NCI, 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 and all of NCI'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. Recipient may publish or otherwise publicly disclose the results of the Research Project. However, if NCI has given CONFIDENTIAL information to Recipient, such publication or public disclosure may be made only after the SCO has had thirty (30) days following notification by the NPB to review the proposed disclosure, except in the event that a shortened time period is required pursuant to a court order or request under the Freedom of Information Act, 5 U.S.C. 522. Recipient agrees to inform the NPB, under reasonable reporting requirements, of the intent, progress, results and additional research plans for the use of the Research Material. NCI agrees to reciprocally maintain information Recipient identifies as "CONFIDENTIAL" under the terms set forth above.

5. This Research Material represents a significant investment on the part of NCI and is considered proprietary to NCI. Recipient agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to others not under Recipient's supervision without advance written approval of NCI. The execution by others of an MTA such as this, as described in Article 3 above, would constitute one form of such approval. NCI reserves the right to distribute the Research Material to others

and to use it for its own purposes. When the Research Project is completed, or three (3) years have elapsed, whichever occurs last, the Research Material will be destroyed or disposed of as mutually agreed by NCI and Recipient.

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. NCI makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient agrees to pay all reasonable costs for the preparation, handling and shipment of this Research Material to Recipient. Further, Recipient agrees that all samples of Research Material will be provided contingent on the availability of a sufficient supply of Research Material, but in no case will samples be provided that adversely affect the research programs of NCI.

8. NCI shall retain title to the Research Material, per se, and any patent or other intellectual property rights in inventions by its employees in the course of the Research project. Furthermore, Recipient agrees that any intellectual property rights in inventions made by the employees, agents or contractors of the Recipient will vest by operation of inventorship as determined under appropriate patent statutes in the controlling jurisdiction(s). Recipient agrees not to claim, infer, or imply Government endorsement of the Research Project, the institution or personnel conducting the Research Project, or any resulting commercial product(s). Recipient agrees to hold the United States 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.

9. Recipient acknowledges that NCI may have obtained the Research Materials from the SCO under a Letter of Collection ("LOC") agreement stipulating that NIH will require any commercial licensee of an invention by NCI personnel derived from the Research Material (whether the invention is directed to a direct isolate from the Research Material, a product structurally based upon an isolate from the Research Material, a synthetic material for which the Research Material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material) to enter into an agreement that addresses the mutual concerns of NIH's licensee and SCO, respectively.

Even if the Research Materials were not obtained under such an LOC agreement, as an agency of the U.S. Government, NCI complies with the U.S. Government's policy to follow the principles articulated in the United Nations Convention on Biological Diversity ("U.N. CBD"). The U.N. CBD calls for "sharing in a fair and equitable way the results of research and development and the benefits arising from the commercial and other utilization of genetic resources with the [source country] providing such resources." (U.N. CBD; Article 15.7)

In order to abide by these principles and address the interests of SCO, Recipient further agrees that, should an invention derived from the Research Material eventually be developed and marketed by the Recipient, or licensed by Recipient to a company or other institution for development and commercialization (whether the invention is directed to a direct isolate from the Research Material, a product structurally based upon an isolate from the Research Material, a synthetic material for which the Research Material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material), Recipient or Recipient's Licensee(s) will negotiate and enter into an agreement with the appropriate SCO. This agreement between the Recipient agrees that negotiations between either Recipient or Recipient's Licensee(s) and SCO will address the mutual concerns of both parties. Recipient agrees that negotiations between either Recipient or Recipient's Licensee(s) and the SCO must commence prior to the start of clinical development studies that are conducted, directed or sponsored by either Recipient or Recipient's Licensee(s). Negotiations must be completed and an agreement executed prior to the

commercial sale of an agent structurally based or isolated from the Research Material. This agreement relating to the agent must be binding upon SCO, Recipient and any Licensee(s) or assignees of Recipient with respect to any intellectual property rights relating to the agent.

Recipient will seek to utilize the Source Country as its <u>first</u> source of supply and/or cultivation for raw (natural product) materials required for the manufacture of an agent (regardless of whether the agent is an isolated natural product or is structurally based thereon) if such material can be made available in quantities and quality sufficient for use by the Recipient at a mutually agreeable fair price. If such material must be cultivated, recipient agrees to seek to utilize Source Country as its first source of such cultivation efforts.

10. In addition to the reporting requirements under Article 4, Recipient will provide screening results on the Research Material to NPB, DTP. Following removal of identified proprietary information (jointly defined by Recipient and DTP/NCI), DTP/NCI will provide summary screening data to the SCO.

11. NCI can promise an option to license intellectual property rights only under a Cooperative Research and Development Agreement (CRADA). If Recipient desires prospective license rights to inventions derived from Research Material made in whole or part by NCI employees, a formal CRADA must be negotiated. For general inquiries regarding CRADAs or NCI technology transfer policies, contact the NCI Technology Transfer Branch at (301)-846-5465.

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

13. This Materials Transfer Agreement between NCI and the Recipient will be effective when signed by all parties. By signing this MTA, the Recipient acknowledges that it has received and read a copy of the policy statement on Distribution of Materials from the Natural Products Repository, which is attached as Appendix A.

14. The provisions of this Agreement are severable. If any item or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each item and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. The undersigned expressly certifies or affirms that the contents of any statements made or reflected in this document are truthful and accurate.

## FOR RECIPIENT:

Date:	
	Applicant Investigator's Signature / Title / Program
Date:	
	Signature for Recipient's Authorizing Official Name (Type or Print): Title (Type or Print):
Recipient's Address for	r Correspondence Related to this Agreement to:
	Tel:
	Fax:
Data:	FOR THE NATIONAL CANCER INSTITUTE:
Date:	Jerry Collins, Ph.D. Associate Director, Developmental Therapeutics Program, DCTD
Date:	Bjarne Gabrielsen, Ph.D., Senior Advisor, Drug Discovery / Development Technology Transfer Branch, NCI
Address correspondence	e related to this Agreement to:
NCI-Technology Trans National Cancer Institu	sfer Branch tte at Frederick (NCI-Frederick)
Fairview Center, Suite 1003 - W. 7 <sup>th</sup> Street	

fax: 301-846-6820

Frederick, MD 21701

# SPECIAL ADDITIONAL PROVISIONS THAT APPLY TO SAMPLES FROM THE ACTIVE REPOSITORY

In the case of applications for access to Research Material from the Active Repository (i.e., materials that are or recently have been the subject of investigation by NCI scientists), Recipient recognizes that such materials are of current interest to NCI and that there has been intellectual input by NCI scientists into the screening, and in many cases further analysis and development, of such materials. Recipient therefore agrees that the use of the Research Material constitutes a form of collaboration with NCI's Natural Products Branch or other designated NCI facility, as appropriate. Recipient further agrees to comply with the provisions set forth hereunder, so that the isolation, purification and testing of the Research Material will be closely coordinated with NCI's efforts to ensure that pure isolates from such Research Material may be further developed in an efficient manner and in cooperation with the NCI.

In particular, Recipient agrees to report in a timely fashion to NCI the identity and nature of any isolates, including identified compounds or combinations of compounds, derived from the Research Material; as well as any processes for making or using such isolates. In addition, Recipient agrees to report to the NCI Technology Transfer Branch (see the address on the Signature Page) Recipient's intention to file patent applications on any inventions developed from the use of Research Material and to negotiate in good faith a Confidentiality Disclosure Agreement with NCI under which NCI/DTP and Recipient will exchange information regarding their respective research and development efforts to ensure that Recipient's and NCI's interests in Research Material may be respectively, and where appropriate jointly, protected.

Recipient understands that a limited number of samples from the Active Repository (generally no more than twenty) can be made available at any one time under any single Agreement. Recipient agrees that once it has completed analysis of a sample, it will return any and all remaining sample to NPB, DTP. At any time following Recipient's receipt of the first group of samples, DTP has the right to make access to additional samples from DTP repositories contingent upon Recipient's entering into a Cooperative Research and Development Agreement (CRADA) with NCI to ensure that Recipient's and NCI's respective development efforts are coordinated.

Recipient's signatures on below signify agreement to these special provisions regarding access to Research Material from the Active Repository. Access to Research Material from the Active Repository will not be granted without such agreement.

Signature of Recipient's <u>investigator</u> signifying agreement to the Special Provisions governing access to samples from the Active Repository:

Date: \_\_\_\_\_

Signature of Recipient's <u>authorizing official</u> signifying agreement to the Special Provisions governing access to samples from the Active Repository:

Date: \_\_\_\_\_

#### Appendix A

# POLICY FOR THE DISTRIBUTION OF MATERIALS FROM THE NATURAL PRODUCTS REPOSITORY

The Natural Products Repository (NPR) of the National Cancer Institute's (NCI) Developmental Therapeutics Program (DTP) represents a unique resource in terms of both the magnitude and diversity of materials that might be utilized for the discovery and development of new agents for cancer, HIV/AIDS, and other diseases, as well as for other meritorious research endeavors. As a national resource, it is incumbent on the NCI to assure that it is utilized to the greatest extent for the public good.

Two programs for access to the NPR have been established:

- The Open Repository Program.
- The Active Repository Program.

## **OPEN REPOSITORY PROGRAM**

This program was established in 1992 to enable the extramural community to investigate NPR materials, not currently under active investigation at the NCI, as potential sources of agents for the treatment of cancer, AIDS, opportunistic infections, and diseases of concern to the Countries of Origin of the materials. In 1999, the scope of investigation was expanded to include all human diseases.

#### **Distribution of Materials:**

- Vialed Samples: Samples (25 mg), identified by a code number and by taxonomy to family level, may be shipped to a recipient at a maximum rate of 500 per month (this rate may be accelerated if a formal CRADA is in place). Particular genera and/or species within a family, or samples from specified Countries of Origin, may be included or excluded, as far as possible, from shipments if requested
- Plated Samples: Samples may also be shipped to a recipient in 96-well polypropylene (15mg or 500ug per well) or polystyrene (50ug per well) plates; there is no restriction on the rate of shipment of plated samples. No initial exclusivity will be granted to the extracts, nor will any information other than the type and source of the extracts on a particular plate be provided (i. e. plate # contains 88 organic plant extracts at 50ug per well in lanes 2 through 12). Plates may also contain samples from the Active Repository Program; such extracts will only be available to investigators qualified for access to the Active Repository Program. Identical plates may be sent to multiple investigators.
- An exclusivity period of 3 months is granted for testing of the materials, after which the test results are submitted to the DTP Natural Products Branch (NPB).
- On identification of active extracts, investigators will communicate with NPB directly by e-mail or fax, and will be informed whether or not the active materials are available.
- **Investigators will have active samples reserved for further investigation on a first-come first-served basis.** Where more than one investigator observes activity for a particular extract, it will be reserved for the first investigator to report activity, and a waiting list of other interested investigators will be established.
- Extracts will not be available if they are under active study (on reserve) in either the Open Repository Program (maximum of 6 months exclusivity) or Active Repository Program (up to 15 months exclusivity with the possibility of extension, if necessary).

• Once the relevant extract is released by the first investigator, it will be shipped to the next in line on the waiting list.

- A further supply of any active materials (75-100 mg), together with the rest of the taxonomy and relevant collection data, are provided.
- A further 3 months exclusivity is granted to permit secondary testing and/or initial isolation of the active agents. At the end of this time the recipient will inform NPB of its discoveries and its level of interest.

• The maximum period of exclusivity on any extract is 6 months.

- At the end of the 6 month period from the initial receipt of the material, NPB will inform the Countries of Origin of the materials of the results obtained, using language agreed to in advance by the recipient.
- The Countries of Origin will be given the name of the recipient organization, and will be informed that the organization will contact them if further material is required. Acquisition of further material will normally be the responsibility of the recipient organization working through the original collector (if possible) and the relevant Source Country permitting agency.
- Since it is the responsibility of the NCI to ensure that the conditions of the *Material Transfer Agreement* (MTA) are maintained during this and subsequent stages of development, NPB will maintain interaction with the recipient organization and the Countries of Origin.

#### **Requests for Access**

Requests for NPR materials wilt be accepted from research organizations and individual investigators in the form of a brief proposal (up to 5 pages) formatted as follows:

- Introduction.
- Research Hypothesis.
- Screening Process, together with description of characteristics of the screen.
- Personnel.
- Organizational Research Capabilities.

Requests will normally be reviewed by staff from the NCI Division of Cancer Treatment and Diagnosis (DCTD) appointed by the Director, DCTD. Ad hoc members from outside the Division, Institute, or NIH may be appointed as needed, while ensuring appropriate confidentiality of information provided in the proposal.

The review will consider primarily the scientific merit of the proposal related to the screening target for drug discovery, and the applicant's chemical and pharmaceutical expertise for adequate follow-up on the natural products supplied from the NPR. Although preference will be given to proposals related to cancer or AIDS, other areas of research will be given consideration.

The Committee to review applications for access to the Natural Products Repository will accept and review proposals on a continuing basis. This schedule is subject to change depending on the volume of applications.

#### **Conditions of Access**

The staff of the Natural Products Branch will be administratively responsible for the operation of this program. Successful applicants will subsequently deal directly with the Branch to request material and report scientific results.

Organizations and 'individual investigators whose applications are approved will be provided selected samples under the terms of a Material Transfer Agreement (to which this Policy Statement is attached), which has been modified from the standard Public Health Service (PHS) agreement to meet the specific needs of this program. Important aspects of this agreement are:

- Recipients must agree to protect the interests of the Countries of Origin providing the materials to NCI.
- The NCI will retain ownership of the material per se. Such ownership is separate from intellectual property rights.
- The recipient will pay the "out-of-pocket" costs of preparing and shipping samples.
- In no case will a sample be provided that depletes the supply of that material or otherwise affects adversely NCI's own efforts.
- Unused samples will be disposed of in a manner to be agreed on by both parties.
- A reporting procedure will be established to assure that NCI is kept informed of the usage of Research Materials. To this end, recipients are encouraged to contact the NPB as early as possible once a particular extract has proven to be of interest in order that suitable arrangements for further development may be agreed upon by all parties. These may include full taxonomic identification; provision of more extracted Research Material; aid in obtaining raw material via the then current Collection Contractors; or the negotiation of a formal Cooperative Research and Development Agreement (CRADA).
- Research results derived from this Research Material will be transmitted in a timely manner to the NCI.
  - A summary of the screening results relating to the Research Material and any purified natural products will be provided to the relevant organizations in the Countries of Origin.
  - Safeguards will be installed to prevent disclosure of proprietary information during this interchange.
  - As part of this interchange of information, if a research organization has been identified within the Country of Origin that is actively pursuing studies in the relevant scientific area, then the recipient will be informed with the aim of facilitating collaborative studies.
- All test information from NCI that is provided to recipient, collector, and the Country of Origin government or an appropriate organization within the Country of Origin is to be maintained as "CONFIDENTIAL" with any publication delayed until DTP authorizes release to outside parties.
- The NCI will not grant unlimited access to Research Materials within the repository. The selection of samples will be determined by the NCI after discussion with the recipient, and the size of samples will be limited to that required for primary and limited secondary testing in the recipient's screens.
- Large amounts of raw material required for follow-up isolation and development of active agents will generally be obtained by recipients at their own expense and in accordance with established agreements among NCI, its collecting agents and the Source Country Organization. In specific cases, however the NCI may agree to participate with the investigator(s) in the recollection process to procure additional raw and/or Research Material if the initial findings are of substantial scientific interest to the program.

Further technical information may be obtained from:

Dr. David Newman Natural Products Branch NCI-Frederick Fairview Center, Room 206 P. O. Box B Frederick, MD 21702-1201 Phone: 301-846-5387 Fax: 301-846-6178 Email: dn22a@nih.gov

Test results and requests for samples may be submitted to:

Mrs. Erma Brown at <<u>brown@dtpax2.ncifcrf.gov></u> or at the address and contact numbers given above.

Requests must be copied to Dr. Newman at:

<dn22a@nih.gov>

## ACTIVE REPOSITORY PROGRAM

This program has been established to permit qualified U.S. investigators access to materials active in the 60 cell line anti-tumor screen, in addition to those falling into the Open Repository Program. As of Febraury, 1999, over 3,000 samples have been designated as active.

## **Qualifications for Access**

- U. S.-based investigators whose screening activities have been peer-reviewed by suitable bodies (e.g., U. S. Government funding agencies, the American Cancer Society and other comparable U. S. funding organizations). Such investigators will provide current grant number(s).
- U. S. chartered organizations whose screening activities have not been peer-reviewed. Such organizations will submit short proposals for review as discussed under "Requests for Access" in the section on the Open Repository Program.
- Organizations based in Countries of Origin that have participated in NCI collection programs. Such organizations have access to extracts of organisms collected in their own countries.

# All investigators and organizations requesting access to the Active Repository Program will be asked to provide the following information:

- A brief description of their assays and their relevance to cancer.
- A description of the expertise in chemistry available for bioassay-guided isolation studies.
- The types of extracts desired for testing (one or more of marine or terrestrial plants or marine invertebrates).

## **Distribution of Materials**

- Upon signing of the special terms appearing on page 6 of the Material Transfer Agreement (to which this policy statement is attached), NPB will provide investigators with electronic media containing details of all materials available (full taxonomy and anti-cancer screening data sets composed of single- and multi-dose tests, together with mean graphs).
- Investigators may choose up to 20 samples for further study.
- 25 mg of each selected sample will be provided for investigators to determine if their assays will detect the activities.
- **Plated Samples**: Investigators receiving plated samples through the Open Repository Program may identify extracts restricted to the Active Repository Program. Such extracts may be made available to the investigators providing they qualify for access to the Active Repository, and subject to the 20 sample

restriction mentioned above.

- On identification of active extracts, investigators will communicate with NPB directly by e-mail or fax, and will be informed whether or not the active materials are available.
- **Investigators will have active samples reserved for further investigation on a first-come first-served basis.** Where more than one investigator observes activity for a particular extract, it will be reserved for the first investigator to report activity, and a waiting list of other interested investigators will be established.
- A three month exclusivity period will be granted from the date of receipt of the samples during which time the investigators will inform NPB whether their assays are effective.
- Materials for further investigation may be obtained as follows:
  - Grantees, non-profit organizations and small businesses (that meet SBIR criteria): NPB will provide further materials in negotiated amounts.
  - For-profit organizations not qualifying as small businesses under SBIR regulations will be responsible for the acquisition of further material, working in collaboration with the original collector (if possible), and the Country of Origin as stipulated in Article 9 of the MTA.
- A further exclusivity period of one year from the time of receipt of the second amount of material will be given to perform bioassay-guided isolation of the active agents. If necessary this period may be extended after review of progress by NPB and the investigator.
- The 20 samples are on a rotating basis. When the investigator decide not pursue further research on a sample, or identifies the active agent(s) in a sample, the remainder of that particular sample will be returned to NPB within five working days of reclassification.
- For each sample reclassified as being of no further interest to the investigator, one new sample may be requested. No more than 20 samples from the Active Repository Program may be held at one time.
- NCI will be kept informed of the progress of the investigations, and will help in the development of any agents meeting the approval criteria of the DCTD Drug Development Committee.
- Since it is the responsibility of the NCI to see that the conditions of the MTA are maintained during this and subsequent stages of development, NPB will maintain interaction with the investigators and the relevant Countries of Origin.

#### **Conditions of Access**

The same conditions of access as apply to the Open Repository Program (vide infra) generally apply to the Active Repository Program, except for differences specified under the Distribution of Materials. Further technical information may be obtained from:

Dr. David Newman Natural Products Branch NCI-Frederick Fairview Center, Room 206 P. O. Box B Frederick, MD 21702-1201

 Phone:
 301-846-5387

 Fax:
 301-846-6178

 Email:
 dn22a@nih.gov

NPR-MTA with Scientist - Institution - (MTA No. #) June 28, 2006 The test results and requests for samples may be submitted to:

Mrs. Erma Brown at <<u>brown@dtpax2.ncifcrf.gov></u> or at the address and contact numbers given above.

Requests must be copied to Dr. Newman at: dn22a@nih.gov