INSTRUCTIONS FOR RECIPIENTS OF EMORY UNIVERSITY MATERIAL

Material Transfer Agreement for Government Agencies,

Academic Institutions and Non-Profit Entities

Please read these instructions carefully and verify that all requested information and signatures have been obtained. *Improper signatures or incomplete information will delay your request.*

1. Read the entire agreement and provide the necessary information where requested on all pages of the agreement. The agreement may be filled out electronically (type directly into the fields) or completed legibly by hand. Prior to obtaining signatures on this agreement, the investigators of each institution should consult with each other in the event that a specific termination date or transmittal fee will apply to this transfer. **Please note that if the transfer includes materials of human origin, one of the boxes in Appendix B must be checked**.

2. Have the agreement signed and dated *by the Recipient Scientist*. Please note that this must be someone of Principal Investigator status who will be responsible for ensuring that the material is used according to the terms of this agreement. A student or post-doc should not sign the agreement.

3. Have the agreement signed and dated *on behalf of the Recipient Scientist's Institution*. Please note that *this must be done by someone with signatory authority*, usually by officials in the Institution's Technology Transfer Office or Office of Grants and Contracts.

4. Email the partially signed document to OTT-MTA@emory.edu for final review and signature by Emory. Please include the name of the Providing Scientist in the body of the email.

If your institution requires original hardcopies, please mail two (2) signed originals to:

Emory University
Attention: Contract Specialist
Office of Technology Transfer
1599 Clifton Road N.E., 4th Floor
Atlanta, Georgia 30322

5. Emory University will have the agreement signed by the Provider Scientist and its authorized official. The recipient's copy of the fully-signed agreement will be returned as specified by the Recipient Scientist's Institution.

6. Please direct any questions to Emory University's Office of Technology Transfer:
   Phone: 404-727-2211
   E-mail:OTT-MTA@emory.edu

MATERIAL TRANSFER AGREEMENT

The PROVIDER (identified below) and the RECIPIENT (identified below) hereby agree to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement ("UBMTA") published by the National Institutes of Health on March 8, 1995, attached as Appendix A hereto and incorporated by reference herein. To the extent supplies are available, the PROVIDER SCIENTIST (identified below) shall forward the material to the RECIPIENT SCIENTIST (identified below) upon full-execution of this Agreement. This Agreement is effective upon the date of last signature by the PROVIDER and RECIPIENT below.

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization:	Emory University
Address:	1599 Clifton Road NE, 4th Floor, Atlanta, GA 30322
MTA Contact Name:	Contract Specialist
MTA Contact Email Address:	OTT-MTA@emory.edu

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization:	_____
Address:	_____
	_____
MTA Contact Name:	_____
MTA Contact Email Address:	_____

3. ORIGINAL MATERIAL (Enter description):

4. Please describe the intended research to be conducted using the ORIGINAL MATERIAL:

5. Termination date for this Implementing Letter (optional): _____

6. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount: _____

7. Selected Additional Terms attached as Appendix B hereto and incorporated by reference herein ☐ do / ☐ do not apply to this Agreement. If such Additional Terms apply, PROVIDER and RECIPIENT hereby agree to abide by such Additional Terms. In the event of conflict between such Additional Terms and other terms and conditions of this Agreement, such Additional Terms shall prevail.

Agreed and Accepted:

PROVIDER:

Authorized Official Signature: _____

Signature Date: _____
Name: Raj Guddneppanavar, PhD
Title: Licensing Associate, Emory Office of Technology Transfer

RECIPIENT:

Authorized Official Signature: _____

Signature Date: _____
Name: _____
Title: _____

Read and Acknowledged:

PROVIDER SCIENTIST

Signature: _____

Signature Date: _____
Name: _____

By signing above, PROVIDER SCIENTIST understands that the material transferred pursuant to this agreement may be controlled under United States Export Controls regulations. PROVIDER SCIENTIST hereby certifies that to the best of PROVIDER SCIENTIST's knowledge, PROVIDER SCIENTIST will not export or re-export the material: i) to prohibited end-users or to embargoed destinations; ii) for use in any type of weapons proliferation activities, or iii) with knowledge that a violation of such regulations is about to occur (any questions regarding United States Export Controls regulations can be directed to the Office of Research Compliance at orc@emory.edu).

RECIPIENT SCIENTIST

Signature: _____

Signature Date: _____
Name: _____
Email Address: _____
Mailing Address for Materials: _____
_____
Shipping Carrier & Account No.: _____

Appendix A

The Uniform Biological Material Transfer Agreement
March 8, 1995

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

   (a) is to be used solely for teaching and academic research purposes;

   (b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

   (c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and

   (d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the [[Page 12774]] RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

5.

   (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

   (b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.

   (c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

    (i) if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

    (ii) if termination should occur under 13(b) or (d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS; and

    (iii) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER

will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9, and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.

Appendix B

Additional Terms

For de-identified human-derived tissues:

☐ Collection of the ORIGINAL MATERIAL provided under this Agreement, as well as the research to be conducted under this Agreement, have been or shall be performed in accordance with the applicable subject informed consent procedures in effect at the time of collection and, if applicable, approval or waiver by the IRB of PROVIDER and/or RECIPIENT as appropriate. ORIGINAL MATERIAL provided to RECIPIENT is de-identified in accordance with the de-identification standards set forth under the Health Insurance Portability and Accountability Act (HIPAA) and all implementing regulations, including, but not limited to 45 CFR §164.502(d) and §164.514(a)-(c). If ORIGINAL MATERIAL has been coded and a key exists to link such coded ORIGINAL MATERIAL back to an individual, PROVIDER and PROVIDER's SCIENTIST certify that such code key has presently not and shall not be released to RECIPIENT, RECIPIENT's SCIENTIST, or any individuals under the control or supervision of RECIPIENT or RECIPIENT's SCIENTIST. To the extent that associated health information is provided with ORIGINAL MATERIAL, PROVIDER's SCIENTIST hereby certifies that such information shall be de-identified in accordance with HIPAA and all implementing regulations, and RECIPIENT agrees that the terms and conditions provided for MATERIAL under this Agreement shall also extend to apply to such information. RECIPIENT agrees that such information or modification thereof shall not be disclosed to any third party, and shall not be used to identify, attempt to identify, contact, or attempt to contact any individual whose information is included therein.

For human-derived tissues to be sent with a limited data set:

☐ Collection of the ORIGINAL MATERIAL provided under this Agreement, as well as the research to be conducted under this Agreement, have been or shall be performed in accordance with the applicable subject informed consent procedures in effect at the time of collection and, if applicable, approval or waiver by the IRB of PROVIDER and/or RECIPIENT as appropriate. ORIGINAL MATERIAL provided to RECIPIENT will include provision of a limited data set ("LDS") containing certain "Protected Health Information" ("PHI") as defined in 45 CFR §160.103 and further described in 45 CFR § 164.514, and specifically will not contain certain direct identifiers in accordance with 45 CFR § 164.514(e). PROVIDER and RECIPIENT have executed a data use agreement to facilitate the transfer of such LDS as required under 45 CFR § 160.514(e)(4).

For non-biological materials:

☐ It is intended by the PROVIDER and RECIPIENT that the terms of the UBMTA shall govern the transfer of the non-biological ORIGINAL MATERIAL under this Agreement.

Other additional terms:

☐ Additional terms below: