

MATERIAL TRANSFER AGREEMENT - *Document for Reference Purposes Only*
(to be used for the transfer of, including but not limited to, materials on the Select Agent and Commerce Control lists and genetic elements of these materials)

This Material Transfer Agreement ("MTA") has been adopted for use by the Centers for Disease Control and Prevention for transfers of research material (Research Material) for teaching and/or research purposes. Any changes to the model MTA are set forth in Appendix B.

Provider: **Centers for Disease Control and Prevention (CDC)**

Provider Investigator:

Recipient:

Recipient Investigator:

1. Provider agrees to transfer to the Recipient Investigator the Research Material as detailed in Appendix A (which includes original material, progeny, and unmodified derivatives, and as necessary, related know-how and/or methods of use).

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

2(a). Are the Research Materials of human origin?

Yes

No

3. **This Research Material will be used by the Recipient Investigator solely in connection with the research project ("Research Project") as described with specificity in Appendix A.**

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 notice delivered to Recipient within ten (10) days after the date of the oral disclosure. Recipient is encouraged to 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.

MATERIAL TRANSFER AGREEMENT CONTINUED

5. This Research Material represents a significant investment on the part of Provider, and is considered proprietary to Provider. **The Recipient Investigator therefore agrees to retain control over this Research Material, and further agrees not to transfer the Research Material (or derivatives containing entire or partial sequences derived from or contained within the material provided) to others not under his or her direct supervision without advance written approval of Provider. Unless otherwise authorized under this MTA in Paragraph 10 below, written approval shall be in the form of an amendment to this MTA with such approval from the Provider's Authorized Official only.** 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, or three (3) years have elapsed, whichever occurs first, the Research Material will be disposed of as 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, EXPRESSED 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. 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 United States Governmental endorsement of the Research Project, the institution or personnel conducting the Research Project or any resulting commercial product(s). Unless prohibited by law from doing so, Recipient agrees to hold the United States Government harmless and to indemnify the United States Government for all liabilities, demands, damages, expenses, and losses arising out of Recipient's use for any purpose of the Research Material.

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

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

10. Any additional requirements:

a. Recipient's Biosafety Official shall accept full responsibility for the safety of the Research Project and that the Research Project will be performed in accordance with applicable institution and Government health and safety regulations and the guidelines detailed in *Biosafety in Microbiological and Biomedical Laboratories*, 5th Edition, 2007 (electronic version available at www.cdc.gov), or the most recent revision of these guidelines.

b. No later than one month before a publication concerning the results obtained with the Research Material is going to be submitted, Recipient agrees to send a copy or draft of the paper to the Provider Investigator. If there is no publication, the Recipient agrees to communicate the results of the studies concerning the Research Material to the Provider Investigator.

c. The original name given to the Research Material by the Provider shall be maintained. In all publications related to the Research Material, its origin and the name given by the Provider must be indicated.

d. The Research Material will be used for teaching and/or not-for-profit research purposes only, as described in Appendix A. The Research Material will not be used in research projects:

- i. involving collaboration with a for-profit organization;**
- ii. sponsored or funded by a for-profit organization;**
- iii. in which the Recipient or the Recipient Investigator is obligated to assign inventions containing the Research Material or offer an exclusive license to inventions containing the Research Material to an organization other than the Recipient or a contractor of the Recipient that manages the Recipient's inventions on behalf of the Recipient; or**
- iv. in which the Recipient or the Recipient Investigator is obligated to receive permission from an organization other than the Recipient before publicly disclosing results of research involving the Research Material.**

NOTE: If the Recipient wishes to use the Research Material in a research project that is forbidden above, Recipient should contact the Technology Development Coordinator (TDC), Technology Transfer Office, to discuss whether permission to use the Research Material in such project can be obtained.

e. When materials on the U.S. Commerce Control List are requested to be transferred to an international entity, the Recipient will immediately notify the Provider (yjs1@cdc.gov or 404-639-3355) if the Research Material becomes lost or stolen.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE - *Document for Reference Purposes Only*

AGREED AND ACCEPTED BY:

Recipient Investigator: I have read and understood the conditions outlined in this Agreement, and I understand that I must abide by them to receive and use the Research Material.

Signature: _____ Date: _____

Name:

Title:

Recipient's Biosafety Official:

Signature: _____ Date: _____

Name and telephone number of Biosafety Official:

Authorized Official for Recipient:

Signature: _____ Date: _____

Name:

Title:

Recipient's Mailing Address for Notices:

Provider Investigator:

Signature: _____ Date: _____

Name:

Title:

Authorized Official for Provider:

Signature: _____ Date: _____

Director, National Center for

Provider's Mailing Address for Notices:

Centers for Disease Control and Prevention

1600 Clifton Road, N.E., MS D-42

Attn: Technology Development Coordinator

Atlanta, Georgia 30329-4027

TTD@cdc.gov

Appendix A

Research Material:

If Research Material is subject of U.S. and/or foreign patent applications, references to these inventions are listed below:

Additional information may be obtained by contacting the CDC Technology Transfer Office at 404-639-1472.

Research Project:

Appendix B

Modifications to the Model MTA