

MATERIAL TRANSFER AGREEMENT - *Document for Reference Purposes Only*

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:

Provider Investigator:

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

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. The 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 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.

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 to other people not under her or his 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, 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. The CDC 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 CDC is not authorized to promise commercial 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 CDC that Provider not be liable to CDC for any claims or damages arising from CDC's use of the Research Material; however, no indemnification is provided or intended.

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 terms:

- a. 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 Provider to discuss whether permission to use the Research Material in such project can be obtained.

- b. 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.

ACKNOWLEDGED AND UNDERSTOOD BY - *Document for Reference Purposes Only*

Provider Investigator:

Signature: _____ Date: _____

Name:

Title:

Authorized Official for Provider:

Signature: _____ Date: _____

Name:

Title:

Provider's Mailing Address:

Certification of 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.

Recipient Investigator:

Signature: _____ Date: _____

Name:

Title:

Authorized Official for Recipient:

Signature: _____ Date: _____

Director, National Center for _____

Recipient's Mailing Address: Centers for Disease Control and Prevention
1600 Clifton Road, N.E.
Atlanta, Georgia 30329-4027
Attn: Technology Development Coordinator (Mail Stop D-42)
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:

Research Project:

Appendix B
Modifications to the Model MTA