

NCI Natural Products Repository **Material Transfer Agreement**

1. The National Cancer Institute (NCI) provides materials for drug discovery research, to benefit the public health and to facilitate identification of new chemistries potentially relevant to treatment of human disease. The NCI Natural Products Branch (NPB) maintains a repository of natural product materials that represent a unique international resource for qualified researchers ("Recipient Scientist") at recognized institutions or companies ("Recipient"). These Research Materials include (but are not limited to) natural product materials from various sources including plant, marine and microbial sources and the associated extracts.
2. Research Material(s) requested (attach Appendix as needed):
 - i. _____ Open Repository access
 - ii. _____ Active Repository access
 - iii. _____ Plated set(s) of sample materials (specify in Exhibit A)
 - iv. _____ Bulk re-supply of active sample materials (specify in Exhibit A)
 - v. _____ Other (specify in Exhibit A)
3. Recipient Investigator will provide a Research Plan (Exhibit A) disclosing proposed uses of the Research Material(s) including proposed screening assays, molecular targets, and related information. Recipient Investigator shall submit any requests for additional research plans for the use of the Research Material(s) to the NPB. Recipient will prepare a non-confidential document for NCI to provide to the Source Country or Source Country Organization (identified in Exhibit A) with a summary of results of the research performed utilizing the Research Materials.
4. For the purposes of this Agreement either NCI or Recipient may disclose Confidential Information (CI) that will be rendered in written form and stamped "CONFIDENTIAL." NCI will disclose to Recipient, CI concerning the origin and source of Research Material(s) provided by the NCI NPB. CI disclosed by NCI may also, at NCI's option and when available, include data concerning the biological activity of these Research Material(s), in biological screens or targeted assays. Recipient Investigator agrees to provide periodic reports to the NPB concerning the intent, progress, assay results, compounds isolated, and resulting publications. NCI will treat this information as CI of Recipient. CI will be held as confidential by the parties and personnel employed, including contractor personnel under confidentiality obligations who will be held to standards no less strict than NCI or Recipient.
5. To the extent permitted by law, NCI and Recipient agree to treat CI in confidence for a period of three (3) years from the date of disclosure of the CI. Information not considered CI is information i) that is previously known by receiving party, ii) that becomes publicly known by other sources, iii) that is disclosed to receiving party by sources absent a confidentiality obligation, iv) that is required to be disclosed by law.
6. **THESE RESEARCH MATERIAL(S) ARE NOT FOR USE IN HUMAN SUBJECTS.** These Research Material(s) constitute an important investment by the NCI, and Recipient agrees to maintain control of the Research Material(s). These Research Material(s) may only be used for not-for-profit teaching or research activities, and not for commercial use or sale. Upon expiration or termination of this Agreement, the Recipient agrees to return unused Research Material(s) to the NCI absent other arrangements involving direct authorization by the NCI to maintain custody of the Research Material(s). Recipient agrees that no further distribution of these Research Material(s) will occur without specific written NCI permission.
7. Recipient agrees to provide a suitable carrier account number for the shipment of Research Material(s) to Recipient. Further, Recipient agrees that all samples of Research Material(s) will

- be provided contingent on the availability of a sufficient supply of Research Material(s), and NCI reserves the right to withhold provision of samples due to inventory or other programmatic considerations.
8. This Agreement will expire three (3) years from the date of execution, and can be extended by amendment which will include the authorized signatures of representatives of the parties.
 9. 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). SOURCE COUNTRY will refer to the country which has provided the raw natural product from which the specific chemical substance under investigation was derived.
 10. In order to abide by these principles and address the interests of SOURCE COUNTRY, Recipient further agrees that, should the Research Material(s) eventually be developed and the resulting product marketed by the Recipient, or licensed by Recipient to a company or other institution for development and commercialization (whether the product is a direct isolate from the Research Material(s), structurally based upon an isolate from the Research Material(s), a synthetic material for which the Research Material(s) provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material), the Recipient or Recipient's licensee(s) will negotiate and enter into an agreement with the appropriate SOURCE COUNTRY or SOURCE COUNTRY ORGANIZATION. This agreement between the Recipient or Recipient's licensee(s) and SOURCE COUNTRY or SOURCE COUNTRY ORGANIZATION will address the mutual concerns of both parties. Recipient agrees that negotiations between either Recipient or Recipient's licensee(s) and the SOURCE COUNTRY or SOURCE COUNTRY ORGANIZATION 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 product resulting from the Research Plan. This agreement relating to the product must be binding upon SOURCE COUNTRY, or their designee and Recipient, and any licensee(s) or assignees of Recipient with respect to any intellectual property rights relating to the product.
 11. Recipient will seek to utilize the SOURCE COUNTRY as its first source of supply either for commercial sale of Research Material(s) or for cultivation of raw (natural product) materials required for the manufacture of a product (regardless of whether the product is an isolated natural product or is structurally based thereon) if such material can be made available in a timely manner 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.
 12. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge the contribution of NCI, as well as the SOURCE COUNTRY or the associated SOURCE COUNTRY ORGANIZATION and any other appropriate organizations or individuals as identified by NCI, unless requested otherwise. The recipient will include the NCI-designated sample identifier code in the Methods or Acknowledgement section of any publication resulting from research efforts on samples arising from the repository.
 13. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.
 14. Articles 3-5 and 9-14 survive expiration or termination of this Agreement. For clarity, the obligations to the Source Country in Articles 9-12 survive in perpetuity.

ACCEPTED AND AGREED

FOR THE National Cancer Institute

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Date

Authorized Signatory for **NCI**

Technology Transfer Specialist
NCI Technology Transfer Center
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8490 Progress Drive
Frederick MD 21702

Date

FOR THE ENTITY

(Authorized Signatory for Entity)

Date

(Printed Name)

(Title of Signatory)

Address:

EXHIBIT A

Research Material(s):

Source Country:

Source Country Organization:

Recipient:

Recipient Scientist:

Address:

Phone:

Email:

Research Plan (attach pages as needed):