

COLLABORATION AGREEMENT

This Agreement is made by and between SAIC-Frederick, Inc. (hereinafter referred to as “SAIC-Frederick”), a subsidiary of Science Applications International Corporation, and the prime Operations and Technical Support contractor for the Frederick National Laboratory for Cancer Research, and [] (hereinafter referred to as “Entity”). Collectively or individually, SAIC-Frederick and Entity shall also be referred to as “Parties” or “Party.”

WHEREAS, each Party is interested in collaborating on a joint project, as embodied in a research plan attached hereto (“Research Plan”), and in transferring materials or confidential data (or both) between the Parties as described in the Research Plan;

NOW, THEREFORE, the Parties agree as follows:

I. Research Materials

1. To the extent described in the Research Plan, each Party may transfer its proprietary Research Materials to the other Party. To the extent the Parties decide to exchange Research Materials not already in the Research Plan, each such transfer must be agreed upon by the investigators for each Party in writing prior to the transfer.
2. RESEARCH MATERIALS MAY NOT BE USED IN HUMAN SUBJECTS. Recipient agrees to comply with all U.S. Federal rules and regulations applicable to the research project and the handling of the Research Materials.
3. Research Materials will only be used to conduct the research outlined in the Research Plan by recipient's investigator in his/her laboratory, under suitable containment conditions. Recipient will not use provider's Research Materials in a for-profit manner, such as drug screening, mass production, or sale, for which a commercialization license may be required.
4. Research Materials represent a significant investment on the part of the provider, and provider retains title to the Research Materials in recipient's possession. Recipient's investigator therefore agrees to retain control over the Research Materials and further agrees not to transfer the Research Materials to other people not under her or his direct supervision without advance written approval of provider. When the research is completed or within thirty (30) days of termination of this Agreement, whichever occurs first, recipient will dispose of the Research Materials as directed by provider.

II. Confidential Information

1. For the purposes of this Agreement, Confidential Information includes any scientific or business data relating to the Research Plan that a Party asserts are confidential and proprietary, except for data that:
 - a. have been published or otherwise publicly available at the time of disclosure to

- b. the receiving Party; or
 - b. were in the possession of or were readily available to the receiving Party from another source prior to the disclosure; or
 - c. become publicly known, by publication or otherwise, not due to any unauthorized act by the receiving Party; or
 - d. the receiving Party can demonstrate it developed independently, or it acquired without reference to or reliance upon such Confidential Information; or
 - e. are required to be disclosed by law.
2. All information to be deemed confidential under this Agreement shall be clearly marked “**CONFIDENTIAL**” by the disclosing Party. Any Confidential Information that is orally disclosed must be reduced to writing and marked “**CONFIDENTIAL**” by the disclosing Party, and such notice must be provided to the receiving Party within thirty (30) days of the oral disclosure.
 3. Each Party agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of the other Party secret and confidential, such efforts to be no less than the degree of care employed by each Party to preserve and safeguard its own confidential information. The Confidential Information of the disclosing Party shall not be disclosed, revealed, or given to anyone by the receiving Party, except employees of the receiving Party who have a need for the Confidential Information in connection with the receiving Party's evaluation, and such employees shall be advised by the receiving Party of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly. This obligation shall continue for five (5) years after the execution of this Agreement.
 4. The Parties agree to work together to make the results of their research publicly available, however, before either Party submits a paper or abstract for publication, the other Party shall have thirty (30) days to review the proposed publication to ensure that Confidential Information is protected. The disclosing Party may request in writing that the proposed publication be delayed for up to thirty (30) additional days as necessary to file a patent application. Data that are generated by either Party under the Research Plan (Research Data) will be kept confidential until published or a corresponding patent application has been filed.

III. General Terms

1. This Agreement shall remain in force for three (3) years or until the research has been completed, whichever occurs first. The term may be extended and the provisions of this Agreement may be modified only by amendment signed by the duly authorized signatory for each Party. The Agreement may be terminated by either Party for any reason by providing written notice at least thirty (30) days prior to the desired termination date.
2. Each Party shall retain title to any intellectual property rights in inventions and works of authorship made by its employees in the course of the research. Apart from patent and

copyright, neither Party shall claim property rights over Research Data. The Parties understand that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either Party by the other of any license or other rights under any patent, patent application, or other intellectual property right or interest.

3. Entity acknowledges that SAIC-Frederick is the prime Operations and Technical Support contactor at the Frederick National Laboratory for Cancer Research and is subject to a Determination of Exceptional Circumstances (35 U.S.C. § 202(a)(ii)), through which its rights in subject inventions made using the Research Material are assigned to the U.S. Government. Entity may apply to NIH for a license to any such subject inventions subject to the laws and regulations for licensing U.S. Government inventions (35 U.S.C. § 207-209).
4. The exchange of Research Materials and Confidential Information is a service to the research community. **THE PROVIDER OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Party providing Research Materials or Confidential Information makes no representations that the use thereof will not infringe any patent or proprietary rights of third parties. No indemnification for any loss, claim, or liability is intended or provided by either Party under this Agreement.
5. Entity agrees not to claim, infer, or imply endorsement by SAIC-Frederick as a U.S. Government contractor or by the Government of the United States of America, the Department of Health and Human Services, the National Institutes of Health, the National Cancer Institute, or any employee or subunit, of the research, the Entity, or any of Entity's products or services.
6. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of this collaboration and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement. The relationship of the Parties is that of independent contractors and not agents of each other or joint venturers or partners. Each Party shall maintain sole and exclusive control over its personnel and operations.
7. Each Party expressly certifies and affirms that the contents of any statements made herein are truthful and accurate to the best of knowledge and belief, and each official signing this Agreement on behalf of a Party further certifies and affirms that the official has the authority to do so.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

ACCEPTED AND AGREED

FOR SAIC-FREDERICK, INC.

David Heimbrook, Ph.D. _____ Date
Chief Executive Officer

SAIC-Frederick, Inc.
Frederick National Laboratory for Cancer Research
1050 Boyles Street
Bldg. 428, Rm. 54
PO Box B
Frederick, MD 21702-1201

FOR THE ENTITY

Signature of Authorized Signatory _____ Date

Printed Name

Title

Address:

Research Plan

Research Materials To Be Transferred:

Background:

SAIC-F will:

[] will:

Subsequent to the completion of the outlined experiments, SAIC-Frederick and [] will: