TECHNICAL SERVICES AGREEMENT

This Agreement is made under authority and is governed by the terms of the Federal Technology Transfer Act, 15 U.S.C. §3710a ("§3710a")

This Technical Services Agreement ("TSA" or "Agreement") is made by and between the SAIC-Frederick, Inc. (hereinafter referred to as "SAIC-F") located in Frederick, Maryland and (hereinafter referred to as "Collaborator"). Collectively or individually, SAIC-F and Collaborator shall also be referred to as "Parties" or "Party".

SAIC-F is the National Cancer Institute's (NCI) Operations and Technical Support (OTS) Contractor to the Frederick National Laboratory for Cancer Research (FNLCR), a Federally Funded Research and Development Center. NCI is an institute in the National Institutes of Health (NIH). For the purposes of this Agreement, all references to the Government shall mean U.S. Government.

Each Party is interested in collaborating on a joint project as described herein. The Parties agree as follows:

Article 1. Research Material

1.1 Either Party may transfer Research Material to the other Party as described in Appendix A, TSA Transfer Document. Each Party retains title to its proprietary Research Material.

1.2 THE RESEARCH MATERIAL 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 Material.

1.3 A Party that receives Research Material ("Recipient") from the other Party ("Provider") agrees to retain control over the Research Material and will not transfer the Research Material to third parties without advance written approval of the Provider. Recipient may use the Research Material only to conduct the research outlined in Appendix A. Only Recipient's investigator and staff who have a need to use the Research Material in connection with this Agreement and whose obligations of use are consistent with the terms of this Agreement will have access to the Research Material. When the research is completed or within thirty (30) days of termination of this Agreement, whichever occurs first, Recipient will dispose of the Provider's Research Material as directed by Provider.

Article 2. Confidential Information

2.1 For the purposes of this Agreement, "Confidential Information" is any information including scientific, business, or financial, relating to this Agreement and the activities contemplated herein that a Party transfers to a receiving Party and asserts is confidential and proprietary. Confidential Information does not include information that:

a. has been published or otherwise made publicly available at the time of disclosure

to the receiving Party; or

b. was in the possession of or was readily available to the receiving Party from another source prior to the disclosure; or

c. becomes 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. is required to be disclosed by law, regulation or court order.

2.2 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.

2.3 Each Party agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of the other Party 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, contractors, or agents of the receiving Party who have a need for the Confidential Information in connection with the receiving Party's activities under this Agreement, and such employees, contractors, and agents 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 three (3) years from the execution of this Agreement.

2.4 Notwithstanding the above, in the course of the OTS contract management, SAIC-F may share confidential information with NCI as a part of its responsibilities under the contract. SAIC-F will identify such information as confidential, and NCI will keep such information confidential to the best of their ability according to policy and to the extent permitted by law.

2.5 Upon termination of this Agreement, the receiving Party shall return all relevant Confidential Information received from the disclosing Party under this Agreement in its possession, provided, however, that receiving Party may retain one copy of any Confidential Information in its legal department for purposes of monitoring compliance with this paragraph.

Article 3. Subject Inventions and Research Results

3.1 In the conduct of the activities under this Agreement, new inventions ("Subject Inventions") may be created. The Parties agree to exchange all results ("Research Results") generated in confidence subject to the terms of this Article 3. The Parties will use reasonable efforts to keep the description of Subject Inventions and Research Results confidential until published or until a corresponding patent application has been filed,

whichever occurs first. Each Party may use the Research Results as it deems appropriate provided that any use is subject to the terms and conditions of this Article 3.

3.2 If a publication results from the work to be performed under this Agreement, the determination of authorship shall be in keeping with generally accepted standards in the research field for determining authorship. Before either Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about the Research Results, the disclosing Party will have thirty (30) days to review the proposed publication or disclosure, if a paper or three days to review any proposed abstract or poster to be submitted for publication to assure that Confidential Information is protected. Either Party may request in writing that the proposed publication of a paper or other disclosure be delayed for up to thirty (30) additional days as necessary to file a patent application.

3.3 Each Party will be given seven (7) days to review and provide comments on any press releases relating to this Agreement. The Parties agree not to use the name of a Party or it employees in any advertisement, marketing materials or public release without prior written permission. Furthermore, the Parties agree not to claim, infer, or imply endorsement by the other Party or any employee or subunit, of the research, the Party, or any of Party's products or services.

Article 4. Invention Ownership and Licensing

4.1 Inventions developed under this TSA shall be considered CRADA Subject Inventions and subject to the provisions of §3710a. Subject to the Government's rights under the terms of §3710a (b), each Party owns Subject Inventions produced solely by its employee(s). Inventorship and ownership of CRADA Subject Inventions will be determined in accordance with U.S. patent law. The Parties will own jointly any CRADA Subject Inventions invented jointly.

4.2 The Parties will promptly report to each other in writing each CRADA Subject Invention reported by their respective personnel, and any Patent Applications filed thereon, resulting from the research and development activities conducted under this Agreement. These reports will be treated as Confidential Information.

4.3 For any CRADA Subject Invention made in whole or in part by an employee of SAIC-F under this Agreement, SAIC-F hereby grants to the Collaborator an exclusive option to elect an exclusive or nonexclusive commercialization license for reasonable compensation. The licensed field of use will not exceed the scope of the services provided or contemplated under this Agreement as identified in Appendix A.

4.4 To exercise the exclusive option for an exclusive commercialization license, Collaborator must submit a written notice to SAIC-F within two (2) months after the Collaborator receives written notice from SAIC-F that the patent application has been filed. This will initiate a negotiation period that expires three (3) months after the exercise of the option. In the absence of Collaborator's exercise of the license option, or upon election of a nonexclusive license, SAIC-F may license the CRADA Subject Invention to others.

These time periods may be extended at the sole discretion of SAIC-F upon good cause shown in writing by Collaborator.

4.5 In accordance with §3710a, for CRADA Subject Inventions made under this Agreement, it is acknowledged that the Government retains a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced throughout the world by or on behalf of Government.

Article 5. Funding Contributions

5.1 The contributions and transfer of any funds, materials, and equipment by the Parties are set forth in Appendix A, TSA Transfer Document. In accordance with § 3710a, SAIC-F, as the contractor operator of a Federal Laboratory, is prohibited from providing funds to Collaborator for any research and development activities under this TSA.

5.2 Collaborator will make payments according as identified in Appendix A. If Collaborator fails to make any scheduled payment, SAIC-F will not be obligated to perform any of the research and development activities specified herein or to take any other action required by this TSA until the funds are received. SAIC-F agrees to maintain separate and distinct current accounts, records, and other evidence supporting its financial obligations under this TSA.

5.3 It is understood that SAIC-F will use its best efforts to complete the research activities in within the timeframes identified therein. Any delays in the work to be performed will be communicated with the Collaborator. The Parties acknowledge that the work and services contemplated under this Agreement are still a scientific research endeavor and as such, outcomes (including resulting data) are not always predictable and under the control of SAIC-F. Collaborator acknowledges and agrees that no guarantee of outcome is promised and no work will be performed beyond that which can be accomplished within the agreed upon cost.

5.4 Collaborator will document each transfer of funds and materials provided to SAIC-F on the TSA Transfer Document (Appendix A). Prior to shipping any materials, the Collaborator will send a check or wire transfer for the required funds listed on Appendix A to the SAIC-F General Accounting office as instructed in Article 5.5. A copy of Appendix A should accompany the check and each individual shipment of Collaborator Research Materials sent to SAIC-F.

5.5 For payment by check, Collaborator will make checks payable to SAIC-Frederick, Inc., will reference the TSA number on each check, and will send them via trackable mail or courier to:

General Accounting
SAIC-Frederick Inc.
1050 Boyles Street
Frederick, MD 21702

For payment by wire transfer, Collaborator will note the TSA number in the wire transfer and send the required funds to:

Citibank, N.A.
388 Greenwich St. New York, NY 10013
Account Name: SAIC-Frederick, Inc.
Account #: 38817999
Fed ABA#: 031100209
Swift Code: CITIUS33

5.6 Collaborator acknowledges that SAIC-F will have the authority to retain and expend any funds subsequent to the expiration or termination date of this TSA to cover any unpaid costs obligated during the term of the TSA in undertaking the research and development activities set forth herein.

Article 6. General Terms

6.1 This Agreement shall remain in force for one (1) year from the Effective Date or until the work has been completed, whichever occurs first. The term may be extended and the provisions of this Agreement may be modified only in writing by an 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.

6.2 SAIC-F OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS PROVIDED FOR ANY RESEARCH RESULTS PRODUCED UNDER THIS AGREEMENT. To the extent permitted by law, Collaborator shall indemnify, defend and hold harmless SAIC-F, FNLCR and any persons acting on their behalf, (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons, and for property loss or damage to any real or tangible personal property arising out of SAIC-F's performance of this Agreement, except to the extent such death, injury, loss or damage was caused by the negligent acts or omissions of SAIC-F or FNLCR. SAIC-F shall promptly notify the Collaborator, in writing, of any claim and shall reasonably cooperate with the Collaborator in the defense and settlement of the claim. This Section shall survive termination of this Agreement.

6.3 To the extent permitted by law, Collaborator shall indemnify, defend and hold the Government, SAIC-F and their officers, agents, and employees (together the "Indemnified Parties") harmless from and against any claim, suit or proceeding ("Claim") brought against the Indemnified Parties, asserting that the goods or services, or any part thereof, arising out of any acts required or directed by the Collaborator to be performed under this Agreement, to the extent such acts are not already performed at the Government's Facility, constitutes an infringement of any patent, trademark, trade secret,

copyright or other intellectual property right, and Collaborator shall pay all damages and costs awarded against and reasonable expenses incurred by the Indemnified Parties in connection with such Claim including reasonable attorney's fees. This Section shall survive termination of this Agreement.

6.4 Except to the extent of the indemnification provisions of this Agreement for tort claims resulting in bodily injury or real or tangible personal property damage, NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE: ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES; OR TO THE EXTENT PERMITTED BY LAW, NON-DIRECT DAMAGES ARE CONSIDERED DIRECT DAMAGES.

6.5 ***Force Majeure***. Neither Party will be liable for any unforeseeable event (including, without limitation, fire, explosion, earthquake, storm, flood, strike, lockout, labor difficulties, war, insurrection, riot, act of God or the public enemy, or any law, act, regulation or government or court order) beyond its reasonable control and not caused by its own fault or negligence, which causes the Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. If a *force majeure* event occurs, the Party unable to perform will promptly notify the other Party. It will use its best efforts to resume performance as quickly as possible and will suspend performance only for such period of time as is necessary as a result of the *force majeure* event.

6.6 This Agreement and the Appendix incorporated herein 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 partners. Each Party shall maintain sole and exclusive control over its personnel and operations.

6.7 Each Party expressly certifies and affirms that the contents of any statements made herein are truthful and accurate to the best of its 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.

6.8 Any dispute that arises under this Agreement which is not disposed of by agreement of the Principal Investigators will be submitted jointly to the signatories of this Agreement for review. The signatories, or their designees, shall diligently work together to resolve the dispute within thirty (30) days after receiving notification of a pending issue.

Nothing in this Paragraph will prevent either Party from pursuing any other administrative remedies that may be available and, after exhaustion of such administrative remedies, pursuing all available judicial remedies.

6.9 Neither party may transfer or assign this Agreement, whether by operation of law or otherwise, to any person or entity, without the prior written consent of the other party; except that in the event the prime contract of SAIC-Frederick with the National Cancer Institute is succeeded by a successor contractor selected by the National Cancer Institute, this Agreement may be assigned to the successor contractor. Subject to the foregoing, this Agreement shall be binding upon each party's successors and assigns.

6.10 This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to the conflict of law provisions thereof.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATURE PAGE

ACCEPTED AND AGREED

BY EXECUTING THIS AGREEMENT, EACH PARTY REPRESENTS THAT ALL STATEMENTS MADE HEREIN ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF ITS KNOWLEDGE. COLLABORATOR ACKNOWLEDGES THAT IT MAY BE SUBJECT TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES FOR KNOWINGLY MAKING A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT OR CLAIM. THIS AGREEMENT SHALL BE EFFECTIVE AS OF DATE OF LAST SIGNATURE ("EFFECTIVE DATE").

FOR SAIC-FREDERICK

_____

David C. Heimbrook, Ph.D. Date
CEO

FOR THE COLLABORATOR

_____

Name: Date
Title:

Appendix A
TSA Transfer Document
Description of Services

Date: _____ **TSA No. _____**

Material Provider: _____

Contact Information: _____

Services to be Provided: _____

SAIC-Frederick Contact: _____

Materials to be Provided: _____

Quantity/unit: _____ Species (if applicable): _____

Type of Specimen: _____
(i.e. blood, tissue, etc.)

Description of Specimens: _____

Additional Information:

Total Costs $_____

Note: Funds are due in advance within thirty (30) days of the Effective Date of this TSA. No work can begin until payment is received.