

MATERIAL TRANSFER AGREEMENT

This Agreement is made by and between SAIC-Frederick, Inc. (hereinafter referred to as “**Recipient**”), the Operations and Technical support contractor for the Frederick National Laboratory for Cancer Research and a subsidiary of Science Applications International Corporation, and [] (hereinafter referred to as “**Provider**”), an entity organized and existing under the laws of [].

1. Provider agrees to transfer to Recipient's Investigator named below the following Research Material: [].
2. **THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS.** The Research Material will only be used for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used by for-profit recipients for 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.
3. Were Research Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?

Not Applicable (Materials not collected from humans)

4. This Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows: [] and for no other purpose.
5. 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 five (5) years from the date of its disclosure, any of (a) Provider's written information about this Research Material that is stamped "CONFIDENTIAL", and (b) any information orally disclosed by Provider to Recipient; provided such information shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure (such information in (a) and (b), collectively “Confidential Information”), except for information that was previously known to Recipient or that is or becomes publicly available without a breach of this Agreement by Recipient or which is disclosed to Recipient without a confidentiality obligation by a third party not under any obligation of confidentiality to Provider. Recipient may 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 (i) 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, and (ii) Recipient deletes all Confidential Information at the request of Provider.

6. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people or entities not under her or his direct supervision without advance written approval of Provider. 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, the Research Material will be disposed of, if directed by Provider. Provider retains all right, title and interest in and to the Research Material. This Agreement does not give Recipient any right or license to any intellectual property or other rights owned by or licensed to Provider, by implication or otherwise, except the right to use the Research Material solely for the Research Project.
7. THE RESEARCH MATERIAL IS 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.
8. SAIC-F is the prime Operations and Technical Support contractor at the Frederick National Laboratory for Cancer Research, a Federal laboratory, 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. Providers 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).
9. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate
10. This MTA shall be governed and construed in accordance with the laws of the State of Maryland.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

For SAIC-FREDERICK/Recipient:

(Signature)

Dr. David Heimbrook
Chief Executive Officer

Date

SAIC-Frederick, Inc.
National Cancer Institute at Frederick
1050 Boyles Street, Bldg. 248
Frederick, MD 21702-1201

For Provider:

(Signature)

Address:

Date