

**National Center for Advancing Translational Sciences (NCATS)  
Material Transfer Agreement (MTA)**

NAME OF PROVIDER INSTITUTION: **National Center for Advancing Translational Sciences (NCATS)**

NAME OF RECIPIENT INSTITUTION: **Education University**

PROVIDER'S INVESTIGATOR: **John Doe**

RECIPIENT INVESTIGATOR: **Jane Smith**

**Definitions**

RESEARCH MATERIAL means all biological and chemical reagents transferred from the PROVIDER to the RECIPIENT under this Agreement as listed in Appendix A.

TECHNICAL INFORMATION means all data and information related to the RESEARCH MATERIAL that is transferred or disclosed to the RECIPIENT by the PROVIDER under this Agreement as listed in Appendix B.

DATA means all data and information generated by the RECIPIENT using PROVIDER'S RESEARCH MATERIAL and/or TECHNICAL INFORMATION.

This Research Material will be used by RECIPIENT solely in connection with the following research project ("RESEARCH PROJECT") described with specificity as follows (use an attachment page if necessary): **The Material Research Description from the form is listed here.**

**Terms and Conditions:**

The PROVIDER and RECIPIENT agree to the following for use of the RESEARCH MATERIAL for the RESEARCH PROJECT.

1. The RESEARCH MATERIAL (see Appendix A) is the property of the PROVIDER and will be made available to the RECIPIENT at no cost.
2. RESEARCH MATERIAL will be sent to the RECIPIENT with accompanying TECHNICAL INFORMATION sent in the form of an Appendix B.
3. THE RESEARCH MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

4. The RESEARCH MATERIAL will be used by RECIPIENT only for carrying out THE RESEARCH PROJECT. Unused RESEARCH MATERIAL will be destroyed or returned to the PROVIDER as directed by the PROVIDER.

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 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 thirty (30) days after the date of the oral disclosure. 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 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.

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 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 has been completed or three (3) years have elapsed, whichever occurs first, the RESEARCH MATERIAL will be disposed of as directed by PROVIDER.

7. Any RESEARCH MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. It is the intention of NIH that PROVIDER not be liable to RECIPIENT for any claims or damages arising from RECIPIENT's use of the RESEARCH MATERIAL; however, no indemnification is provided or intended.

8. The RECIPIENT agrees to use the RESEARCH MATERIAL in compliance with all applicable federal and/or state statutes and regulations.

9. Outside organization agrees that the NCATS will deposit all data from activities done under this MTA into the PubChem database (<http://pubchem.ncbi.nlm.nih.gov/>), a public database, where the DATA will be available to all researchers for further use.

[Provision 9 is an optional clause: it must be included for Molecular Libraries Initiative (MLI) projects carried out by NCATS, however, it can be deleted for non-MLI projects if both recipient and provider are in agreement to have this provision removed.]

10. Inventorship in any inventions developed under the RESEARCH PROJECT using the RESEARCH MATERIAL will be determined by U.S. patent law. The RECIPIENT shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of using the RESEARCH MATERIAL for the RESEARCH PROJECT. The NIH is not authorized to promise 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.

11. This MTA will become effective upon the signature of both PROVIDER and RECIPIENT. It will remain in effect for a period of three years with an option to extend the term upon mutual written agreement of both PROVIDER and RECIPIENT.

12. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

**Education University** CONTACT INFORMATION and AUTHORIZED SIGNATURE

Scientist: **Jane Smith, Senior Investigator**

Organization: **Education University**

Name of Authorized Official: **Ray Smith**

Title of Authorized Official : **Director**

Electronically signed by Smith, Ray (NIHEXT/Education University)(nihext\smithr), at 2:58 PM on 8/22/2012

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Signature of Authorized Official\*

Date

**\*Note: usually the authorized official is NOT the recipient scientist but rather is a Vice President/Provost, Dean, Department Chair or the head of the legal or technology transfer office.**

**Education University** Mailing Address & Contact Information (tel., fax, e-mail, etc.) for Legal Notices:

**123 Main Street  
Washington, DC 20005**

**Education University** Mailing Address & Contact Information (tel., fax, e-mail, etc.) for Non-legal Notices:

**123 Main Street  
Washington, DC 20005**

**NCATS CONTACT INFORMATION and AUTHORIZED SIGNATURE**

Name of Authorized NCATS Official: **Lili Doe**

Title of Authorized NCATS Official: **Director, Tech Transfer**

Electronically signed by NCATS, Doe, Lili (NIH\NCATS)( nihext\doeli), at 3:04 PM on 8/22/2012

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Signature of Authorized NCATS Official

Date

**NCATS Mailing Address for Legal/Technology Transfer Correspondence**

**Lili Portilla**

Strategic Alliances

National Center for Advancing Translational Sciences (NCATS)

National Institutes of Health (NIH)

9800 Medical Center Dr.

Bldg B Suite 3022

Rockville, MD 20852

**NCATS Mailing Address for Non-legal Notices (e.g., First Class Mail):**

**Darren Austin**

National Center for Advancing Translational Sciences (NCATS)

National Institutes of Health (NIH)

9800 Medical Center Dr MSC 3370

Bethesda, MD 20892-3370

**email@mail.nih.gov**

Attachments: Appendix A  
Appendix B

## Appendix A (RESEARCH MATERIAL)

Please list and briefly describe all material(s), reagent(s), data, compound(s), etc. that will be transferred under this MTA.

Provider to fill in (be as detailed/specific as possible)

**Material Description is listed here**

SAMPLE

Appendix B (TECHNICAL INFORMATION)

Please list and briefly describe all data and information associated with the RESEARCH MATERIAL that will be sent to RECIPIENT.

Provider to fill in (be as detailed/specific as possible); if no such data or information will be shared please write “not applicable”

**Research Description is listed here**

SAMPLE