

## Agreement For the Transfer of Stocks to NCI Mouse Repository

Definitions:

DONOR: Scientist and Scientist's organization contributing MATERIAL to the NCI MOUSE REPOSITORY

REPOSITORY: Facility/Institution storing and shipping NCI MOUSE REPOSITORY MATERIAL

RECIPIENT: Scientist and Scientist's organization requesting and receiving NCI MOUSE REPOSITORY MATERIAL

DONOR is providing the following Mouse Stock(s) and/or related materials: \_\_\_\_\_ (hereinafter referred to as "MATERIAL");

1. The above MATERIAL is the property of the DONOR and is made available through the REPOSITORY to the RECIPIENT as a service to the research community.

**2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.**

3. The MATERIAL will be used in accordance with the terms of the Release Category (indicate below).

4. The MATERIAL obtained from the REPOSITORY by the RECIPIENT will not be further distributed to others. The RECIPIENT shall refer any outside request for the MATERIAL to the REPOSITORY.

5. The RECIPIENT agrees to acknowledge the DONOR of the MATERIAL in any publications reporting use of the MATERIAL.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE DONOR AND REPOSITORY MAKE NO REPRESENTATIONS AND EXTEND 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the DONOR and/or REPOSITORY shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the DONOR and/or REPOSITORY.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including all applicable Federal statutes and Public Health Service policies relating to the use and care of laboratory animals (see

7 U.S.C. 2131 et seq.). Additional information is available from the NIH Office of Protection from Research Risk (Telephone 301-496-7163).

8. The MATERIAL is provided by the DONOR at no cost.

9. If the MATERIAL consists of DuPont's OncoMouse® technology, please note attached **Addendum**.

The AUTHORIZED DONOR OFFICIAL (e.g., a technology licensing official) and AUTHORIZED REPOSITORY OFFICIAL must sign and return two copies of this letter to the REPOSITORY, which will subsequently return one executed copy to the DONOR. The DONOR will then send the MATERIAL to the REPOSITORY.

### **DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE**

Organization: \_\_\_\_\_

Scientist: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature of Scientist: (optional) \_\_\_\_\_

Name of Authorized Donor Official: \_\_\_\_\_

**Certification of Authorized Donor Official:** I agree that before the MATERIAL is used in a product offered for sale, in a commercial manufacturing process, including quality control procedures, or to provide a commercial service, such use will be permitted only according to the DONOR-assigned Release Category (see next page for explanation):

A B C D (check all that apply)

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Signature of Authorized Donor

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Official Date

SAMPLE

**FOR REPOSITORY USE ONLY**

<b>REPOSITORY INFORMATION and AUTHORIZED REPOSITORY SIGNATURE</b>	
Name and Address of NCI MOUSE REPOSITORY:	
Lisa M. Gallmon Technology Development Administrative Specialist National Cancer Institute/National Institutes of Health Technology Transfer Center 9609 Medical Center Drive, Rm 1-E534 MSC 9702 Bethesda, MD 20892-9702 (for business mail) Rockville, MD 20850-9702 (for courier service) Phone: 240-276-5527 or 240-276-5530 Fax: 240-276-5504 email: <a href="mailto:lisa.gallmon@nih.gov">lisa.gallmon@nih.gov</a>	
Name of Authorized Repository Official: LISA D. FINKELSTEIN, Ph. D	
Title of Authorized Repository Official: Technology Transfer Specialist, TTC, NCI	
<b>Certification of Authorized Repository Official:</b>	
This Agreement is a modified NIH Simple Letter of Agreement.	
_____	_____
Signature of Authorized Repository	Official Date

**Donor-Assigned Release Categories:**

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Release Category	Description
A	Mouse stocks may be used for research or commercial purposes without an agreement with the donor.
B	Recipient must sign an agreement with the Donor's institution for commercial use* before receiving the mouse stocks.
C	Mouse stocks may be used for research purposes only. Recipient must not use or incorporate the mouse stocks for commercial purposes.
D	<u>For transfer of DuPont's OncoMouse® technology only:</u> Recipient must sign an agreement with DuPont before further transferring the mouse stocks. In addition, Recipient must sign agreements with both DuPont and Donor Institution for commercial use*.

“[C]ommercial use of mouse stocks” shall mean, for example:

- a) use of the mouse stocks for commercial purposes, such as a product offered for sale; commercial manufacture, distribution, or provision of services including quality control procedures; or for development of a directly related secondary product or service that can be sold; or
- b) commercial marketing by recipient or recipient's licensee of a directly related secondary product developed using donor's mouse stocks.

**Addendum for the Transfer of DuPont OncoMouse<sup>®</sup> Technology**

NCI is permitted to transfer the above-referenced MATERIAL (claimed in U.S. Patents 4,736,866, 5,087,571, and 5,925,803, collectively known as “the DuPont patent rights”) under the following conditions:

a) For OncoMouse<sup>®</sup> Materials: Non-profit RECIPIENT may use MATERIAL for its internal noncommercial research purposes only. The MATERIAL will not be used for any commercial purpose or for the direct benefit of any for-profit institution (except as may be permitted under written agreement between the RECIPIENT’S institution and DuPont). Accordingly and without limitation, the RECIPIENT is not permitted under this Transfer Agreement to use any MATERIAL to test compounds for any commercial purpose or for the direct benefit of any for-profit institution or use the MATERIAL for the production of products for any commercial purpose or for the direct benefit of any for-profit institution.

The MATERIAL may not be further transferred by RECIPIENT to any other party (except as may be permitted under written agreement between RECIPIENT and DuPont).

b) The non-profit RECIPIENT institution is notified by PHS of the existence of the DuPont patent rights and that the restrictions set forth under (a) above shall exist only during the term of these patent rights.

c) With respect to further license rights to these patent rights, the RECIPIENT should contact:

Director, Corporate Technology Transfer  
E.I. DuPont de Nemours and Company  
Chestnut Run Plaza, 708/138B  
Wilmington, Delaware 19807-0708  
Telephone: 302-999-3249  
Fax number: 302-999-3254

with copy to:  
Vice President, Product Planning & Acquisition  
DuPont Pharmaceuticals Company  
974 Centre Road, Chestnut Run Plaza, WR722  
Wilmington, Delaware 19807-2802