## Standard MSKCC Agreement

BIOLOGICAL M	IATERIA	L TRANS	SFER	AGREEN	/ENT
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WHEREAS SLOAN-KETTERING INSTITUTE FOR CANCER RESEARCH 1275 York

Avenue, New York, New York 10065 (hereinafter "Sconsisting of unmodified derivatives or part thereof, referred to as "Binformation, provided in writing and marked as "Confice	(hereinafter, together with any progeny, iological Material"), and related confidential
WHEREAS, XXX, a non-profit institution, havin	g laboratories at
(hereinafter "RECIPIENT") is	to obtain from SKI such Biological Materials
and Information for the purpose of "Research"),	(hereinafter
<b>,</b>	
NOW THEREFORE, SKI is willing to make ava and certain Information for the aforesaid purpose subj	•
1. <b>Ownership</b> SKI retains title and all rights to the Biothe rights granted herein. Nothing contained within	• •

distribute the Biological Material and Information to other commercial or noncommercial entities.

- 2. **Use** RECIPIENT agrees that the Biological Material and Information:
  - a) shall be used only for the Research;
  - b) shall not be used, directly or indirectly, for commercial purposes, including filing patent applications thereon, except for the purpose described above and subject to Sections 6 and 7; and:
  - c) may be used for investigational use in laboratory animals and/or *in vitro* studies and not for human use.
- 3. <u>Distribution and Control</u> RECIPIENT agrees not to transfer the Biological Material to any third party without the prior written permission of SKI. In addition, RECIPIENT shall obtain acceptance of the terms of this Agreement of all persons under its direct control and supervision who have access to the Biological Material and Information.
- 4. **Confidentiality** RECIPIENT agrees to hold in confidence for a period of three (3) years after receipt, all Information received from SKI under this Agreement, except for Information which:
  - a) was lawfully in RECIPIENT's possession or control prior to the date of disclosure; or
  - b) was in the public domain or enters into the public domain through no improper act on RECIPIENT's part or on the part of any of RECIPIENT's employees;
  - c) is rightfully given to RECIPIENT from sources independent of SKI; or
  - d) must be disclosed for minimum lawful compliance with court orders, regulations and statutes.
- 5. <u>Transfer of Rights</u> No right or license is granted under this Agreement by either party to the other either expressly or by implication, except those specifically set forth herein. It is understood that any and all rights, including but not limited to patent rights, trademarks and proprietary rights, in and to the Biological Material and Information, shall be and remain in SKI, subject to the rights granted herein.

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- 6. <u>Inventions</u> If the Research which involves the Biological Material and Information results in an invention, improvement or substance, whether or not patentable ("Invention"), RECIPIENT agrees to disclose promptly to SKI all such Inventions in order that the parties can negotiate in good faith, when appropriate, suitable agreements which shall provide for the further development of said Inventions. Such agreements may include arrangements to determine potential commercial utility.
- 7. <u>Publication</u> In order to protect SKI's proprietary and/or patent rights to the Biological Material and Information, RECIPIENT agrees to provide SKI with an advance copy of any proposed publication that makes reference to the Biological Material and Information, thirty (30) days prior to submission. If in the opinion of SKI any such publication describes a patentable invention, SKI shall have an opportunity to request that RECIPIENT delay publication until after a U.S. patent application has been filed. In no event shall the delay exceed sixty (60) days. If a publication does result from work using the Biological Material, RECIPIENT agrees to acknowledge SKI and/or give credit to SKI scientists, as scientifically appropriate, based on any direct contribution they may have made to the work.
- 8. <u>Use of SKI's Name</u> Except as set forth in Article 7, RECIPIENT shall not use the name of Memorial Sloan-Kettering Cancer Center, Memorial Hospital for Cancer and Allied Diseases or Sloan-Kettering Institute for Cancer Research, or a variant of any of the foregoing in any advertising or publicity matter without the prior written approval of SKI.
- 9. **Return of Materials** If this Agreement is terminated, or if RECIPIENT does not intend to use the Biological Material, or upon the earlier request of SKI, RECIPIENT shall promptly return the Biological Material to SKI or dispose of it in an approved manner, at SKI's discretion.
- 10. **Governmental Regulations** RECIPIENT agrees to comply with all governmental and National Institute of Health regulations and guidelines which are applicable to the RECIPIENT's use of the Biological Material. Since all of the Biological Material's characteristics are not known, it should be used with caution and prudence.
- 11. <u>Warranty</u> RECIPIENT acknowledges that the Biological Material is experimental in nature and that it is provided *WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SKI MAKES NO REPRESENTATION THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT.*
- 12. <u>Liability</u> In no event shall SKI be liable for any use of the Biological Material by RECIPIENT. To the extent permitted by Federal and State laws, RECIPIENT hereby agrees to defend, indemnify and hold SKI harmless from any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from RECIPIENT's acts in connection with this Agreement or the RECIPIENT's use, handling or storage of the Biological Material, except to the extent such liability of claim arises from the gross negligence of SKI.
- 13. <u>Termination</u> This Agreement shall be terminable by either party hereto on thirty (30) days prior written notice to the other but termination shall not relieve RECIPIENT of its obligations under this Agreement.

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14. <u>Assignment</u> This Agreement may not be assignment of SKI.	igned by RECIPIENT without the prior written				
15. <b>Entire Agreement</b> This Agreement sets forth the entire understanding between the parties and cannot be changed or amended except by written agreement executed by the parties.					
<b>IN WITNESS THEREOF</b> , SKI and RECIPIENT have caused this Agreement to be executed in duplicate by their respective duly authorized officers.					
RECIPIENT	SLOAN-KETTERING INSTITUTE FOR CANCER RESEARCH				
By: Name: Title:	By: Andrew D. Maslow Director, Office of Industrial Affairs				
Date:, 2008	Date:, 2008				
Scientist Requesting Material	Scientist Providing Material				
By:	By:				
Date:, 2008	Date:, 2008				
Please return both partially signed MTAs to the attention of Lisa Yuo, Licensing Agreement Coordinator, Office of Industrial Affairs, Memorial Sloan-Kettering Cancer Center, 1275 York Avenue, Box 524, New York, NY 10065 (212) 639-6181 tel. (212) 717-3439 fax yuol@mskcc.org					