

Standard MSKCC Agreement

BIOLOGICAL MATERIAL TRANSFER AGREEMENT

(_____)

WHEREAS, **SLOAN-KETTERING INSTITUTE FOR CANCER RESEARCH**, 1275 York Avenue, New York, New York 10065 (hereinafter "SKI") possesses certain biological material consisting of _____ (hereinafter, together with any progeny, unmodified derivatives or part thereof, referred to as "Biological Material"), and related confidential information, provided in writing and marked as "Confidential" (hereinafter "Information") and,

WHEREAS, **XXX**, a non-profit institution, having laboratories at _____ (hereinafter "RECIPIENT") is to obtain from SKI such Biological Materials and Information for the purpose of _____ (hereinafter "Research"),

NOW THEREFORE, SKI is willing to make available to RECIPIENT the Biological Material and certain Information for the aforesaid purpose subject to the following terms and conditions:

1. **Ownership** SKI retains title and all rights to the Biological Material and Information, subject to the rights granted herein. Nothing contained within this Agreement shall restrict SKI's right to 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. **Distribution and Control** 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. **Transfer of Rights** 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.

Standard MSKCC Agreement

Biological Material Transfer Agreement

____/SK#

Page 3

14. **Assignment** This Agreement may not be assigned by RECIPIENT without the prior written consent of SKI.

15. **Entire Agreement** This Agreement sets forth the entire understanding between the parties and cannot be changed or amended except by written agreement executed by the parties.

IN WITNESS THEREOF, 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

SK#