

1 For *Environmental* Samples from the **National Children's Study**

2
3 PUBLIC HEALTH SERVICE
4 MATERIAL TRANSFER AGREEMENT
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6 This Material Transfer Agreement ("MTA") has been adopted for use by the National Institutes of Health
7 ("NIH"), the Food and Drug Administration ("FDA"), and the Centers for Disease Control and Prevention
8 ("CDC"), collectively referred to herein as the United States Public Health Service ("PHS") within the
9 Department of Health and Human Services ("DHHS"), in all transfers of research material ("Research
10 Material") whether PHS is identified below as its Provider or Recipient.

11
12 Provider: *Eunice Kennedy Shriver* National Institute of Child Health and Human Development

13
14 Provider Investigator: Steven Hirschfeld, MD, PhD

15
16
17 Recipient: _____

18
19 Recipient Investigator: _____
20

21
22 1. Provider agrees to transfer to Recipient Investigator the following Research Material:
23
24 _____
25 _____

26 2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research
27 Material will only be used for research purposes by Recipient's investigator in his/her laboratory, for the
28 research project described below, under suitable containment conditions. This Research Material will not
29 be used by for-profit recipients for screening, production or sale, for which a commercialization license
30 may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the
31 Research Project and the handling of the Research Material.
32

33 2(a). Were Research Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?
34 Yes (Please provide Assurance Number: _____)
35 No
36 Not Applicable (Materials not collected from humans)
37

38 3. This Research Material will be used by Recipient investigator solely in connection with the following
39 research project ("Research Project") described with specificity as follows (use an attachment page if
40 necessary):
41 _____
42 _____
43 _____
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45 4. In all oral presentations or written publications concerning the Research Project, Recipient will
46 acknowledge Provider's contribution of this Research Material unless requested otherwise. To the extent
47 permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of
48 its disclosure, any of Provider's written information about this Research Material that is stamped
49 "CONFIDENTIAL", except for information that was previously known to Recipient or that is or becomes

50 publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral
51 disclosures from Provider to Recipient shall be identified as being CONFIDENTIAL by written notice
52 delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish
53 or otherwise publicly disclose the results of the Research Project, but if Provider has given
54 CONFIDENTIAL information to Recipient such public disclosure may be made only after Provider has
55 had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL
56 information, except when a shortened time period under court order or the Freedom of Information Act
57 pertains.
58

59 5. This Research Material represents a significant investment on the part of Provider and is considered
60 proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research
61 Material and further agrees not to transfer the Research Material to other people not under her or his
62 direct supervision without advance written approval of Provider. Provider reserves the right to distribute
63 the Research Material to others and to use it for its own purposes. When the Research Project is
64 completed or this Agreement is terminated or three (3) years from the date of sample receipt, whichever
65 comes first, any unused Research Material will either be destroyed in compliance with all applicable
66 statutes and regulations or will be returned to the PROVIDER as requested by the PROVIDER.
67

68 6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED
69 TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY
70 WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider
71 makes no representations that the use of the Research Material will not infringe any patent or proprietary
72 rights of third parties.
73

74 7. When Provider is the PHS: Recipient shall retain title to any patent or other intellectual property rights
75 in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim,
76 infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as
77 "Government") of the Research Project, the institution or personnel conducting the Research Project or
78 any resulting product(s). Unless prohibited by law from doing so, Recipient agrees to hold the
79 Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses
80 and losses arising out of Recipient's use for any purpose of the Research Material.
81

82 8. The undersigned Provider and Recipient expressly certify and affirm that the contents of any
83 statements made herein are truthful and accurate.
84

85 9. The Parties have executed this MTA by their respective duly authorized officers on the day and year
86 hereinafter written. Any communication or notice to be given shall be forwarded in writing to the
87 respective addresses listed below.
88

89

90 **FOR THE PROVIDER:**

91

92 _____ Date
93 (Signature of Authorized Official)
94 Jack Moye, Jr., MD
95 Director, Laboratories and Repository

96 _____ Date
97 (Signature of NIH Technology Development Coordinator)
98 Charlotte McGuinness
99 NICHD Technology Development Coordinator

100 Mailing Address for Notices:

<p>Jack Moye, Jr., MD Director, Laboratories and Repository National Children’s Study Telephone 301-594-8624 Fax 301-480-1222 Email: moyej@exchange.nih.gov</p> <p>(U.S.P.S. delivery address) <i>Eunice Kennedy Shriver</i> National Institute of Child Health and Human Development Bldg. 6100, Rm. 5C01D, MSC 7510 9000 Rockville Pike Bethesda, MD 20892-7510</p> <p>(Hand or commercial courier delivery address) 6100 Executive Boulevard Room 5C01D Rockville, MD 20852</p>	<p>Charlotte McGuinness NICHD Technology Development Coordinator Telephone 301-435-3130 Fax 301-402-2117 Email: m McGuinnnc@mail.nih.gov</p> <p>(U.S.P.S. delivery address) National Cancer Institute Technology Transfer Center Competitive Service Center for NICHD Executive Plaza South, Suite 450 6120 Executive Boulevard (MSC 7182) Bethesda MD 20892-7182</p> <p>(Hand or commercial courier delivery address) National Cancer Institute Technology Transfer Center Competitive Service Center for NICHD 6120 Executive Boulevard Suite 450 Rockville MD 20852</p>
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101
102 **FOR THE RECIPIENT:**

103
104 _____
105 (Signature of Authorized Official) Date

106 _____
107 (Printed Name and Title)

108 Mailing Address for Notices:
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115 CERTIFICATION OF RECIPIENT INVESTIGATOR:

116
117 I have read and understood the conditions outlined in this Agreement and I agree to abide by them in
118 the receipt and use of the MATERIAL.

119
120 _____ Date: _____
121 (Signature)

122
123 **Any false or misleading statements made, presented, or submitted to the Government, including**
124 **any relevant omissions, under this Agreement and during the course of negotiation of this**
125 **Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31**
126 **U.S.C. §§ 3801-3812 (civil liability) and 18 U.S.C. § 1001 (criminal liability including fine(s) and/or**
127 **imprisonment).**