

Material Transfer Agreement Checklist
Not-for-profit Institutions

Name of PI (please print): _____

Institution (please print): _____

Make two (2) copies of this document.

On page 1 of the MTA below, in the appropriate spaces, print or type the name of the lab PI and address. This MTA covers all materials specified on the last page of this packet.

On page 3 of the MTA, the lab PI must print or type his/her name and title in the space indicated by "Recipient Scientist" then sign and date. The Principal Investigators (head of the lab) must sign. The DGRC cannot accept MTAs signed by post-docs, grad students or other researchers who are not financially and legally responsible.

The lab PI must list what these materials will be used for under "Purpose" on page 4 of the MTA (underneath Exhibit A).

An Authorized Institutional Official must print or type his/her name and title in the appropriately labeled space. At universities or not-for-profit institutions, such an individual is often in the Office of the Vice President for Research or Technology Transfer office.

The Authorized Institutional Official must sign and date the form in the same area.

If your institution has not modified the agreement, they should fax a copy, containing both signatures from your institution, to the DGRC, attn: Kris Klueg (812-856-9340).

Mail both signed copies to the University of Utah at:

University of Utah
Technology Commercialization Office
615 Arapeen Drive, Suite 310
Salt Lake City, Utah, USA 84108

Once we have received the MTA signed by the PI and the institutional officer, we will enter it into our system. You will then be able to place your order.

The DGRC is authorized to send materials to non-profit institutions once we receive an MTA with the signatures of the PI and your institutional officer provided that no changes have been made in the text of the MTA. If you find it necessary to make changes to the text of the MTA, your institution must contact the University of Utah directly to negotiate the necessary changes. In this case, we are authorized to send the cells only after we receive a copy of the MTA signed by representatives of both your institution and the University of Utah.

CONFIDENTIAL DISCLOSURE AND MATERIALS TRANSFER AGREEMENT

THIS AGREEMENT, between _____ having an address at: _____ hereinafter referred to as "Recipient," and the University of Utah, having an address at the University of Utah, Technology Commercialization Office, 615 Arapeen Drive, Suite 310, Salt Lake City, Utah 84108, hereinafter referred to as "University," shall govern the conditions of disclosure by University to Recipient of certain confidential information (DATA) and/or materials (MATERIALS) listed in Exhibit "A" relating to: Homologous Recombination Instigated by the Expression of Transgenic Recombinase and Endonuclease developed by Yikang Rong and Kent Golic, of the University of Utah, bearing University file designation: **U-2964**. MATERIALS, as used herein, includes all such materials actually provided to Recipient, plus any materials derived by Recipient directly therefrom.

The Principal Investigator from Recipient, _____ will receive this information and is also bound by the conditions of this Agreement.

With regard to DATA, Recipient hereby agrees:

- (1) Except as provided in (3) below, not to use such information for any commercial purpose, and limit use of DATA to the purpose described in Exhibit A.
- (2) Except as provided in (3) below, not to disclose DATA to others (except to its employees who reasonably require same for the purposes hereof and who are bound to it by like obligation as to confidentiality) without the express written permission of University.
- (3) Recipient shall not be prevented from using or disclosing DATA:
 - (a) which Recipient can demonstrate by written records was previously known to it;
 - (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of Recipient;
 - (c) which is independently developed by Recipient by those not having access to the DATA and which can be proven through verifiable written records; or
 - (d) which is lawfully obtained by Recipient from sources independent of University without any obligation of confidentiality to the University.
- (4) Recipient hereby agrees to provide University with data generated using MATERIALS in return for MATERIALS provided.

With regard to MATERIALS, Recipient hereby agrees:

- (1) Not to use MATERIALS except for the purpose of conducting the non-commercial research described in Exhibit A.
- (2) Not to transfer MATERIALS to any others (except to its employees who are bound to Recipient by like obligations conditioning and restricting access, use, and continued use of MATERIALS) without the express written consent of University; except that Recipient shall not be prevented from transferring MATERIALS which:
 - (a) become publicly available other than through acts or omissions of Recipient; or
 - (b) are lawfully obtained by Recipient from sources independent of University.
- (3) To safeguard MATERIALS against disclosure and transmission to others with the same degree of care as it exercises with its own materials of a similar nature.
- (4) To return all copies of MATERIALS within Fifteen (15) days of the expiration date of this Agreement, unless:

- (a) this deadline is extended by University in writing before said Fifteen (15) days has elapsed; or
 - (b) Recipient has indicated to University in writing its desire to obtain a commercial license to MATERIALS and negotiations to that end have begun.
- (5) To the extent permitted by law, to hold harmless University against any claims, costs, or other liabilities which may arise as a result of Recipient's use of MATERIALS.
- (6) UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
- (7) Should Recipient develop a commercially applicable technology utilizing either DATA or MATERIALS, Recipient agrees to inform University of any such development. Recipient further agrees that University and Recipient shall equitably share, based upon relative contribution, any remuneration received should any development utilizing DATA or MATERIALS be commercialized.

With regard to any publications resulting from the use of DATA or MATERIALS, Recipient agrees to:

- (1) Include appropriate Utah Authors, where applicable.
- (2) Submit to the University any publications for review by co-authors thirty days prior submission.

It is further agreed that the furnishing of DATA or MATERIALS to Recipient shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by University.

Recipient's right to use the DATA and/or MATERIALS shall expire one (1) year from the date of Recipient's signature below. Recipient's obligations under the terms of this Agreement shall remain in effect for five (5) years from the date of Recipient's signature below.

Recipient Institution

University of Utah

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Recipient Scientist

I, _____ have read the provisions of this agreement and agree to abide by and am bound by all conditions of this Agreement.

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____

Date: _____

“Exhibit A”

MATERIAL:

1. Drosophila melanogaster carrying the 70I-SceI transgene.
2. Drosophila melanogaster carrying the 70FLP transgene.
3. Drosophila melanogaster carrying the 70I-CreI transgene
4. DNA clones containing the 70I-SceI gene construct.
5. DNA clones containing the 70I-CreI gene construct.
6. DNA clones containing the 70FLP gene construct.
7. A DNA clone, or cells carrying, the pTV2 targeting vector.
8. A DNA clone, or cells carrying, the pTV3 targeting vector.
9. A DNA clone, or cells carrying, the pw25 targeting vector.
10. A DNA clone, or cells carrying, the pw30 targeting vector.
11. A DNA clone, or cells carrying, the pw35 targeting vector.
12. Maps, sequence information, and usage information pertaining to these materials.

PURPOSE: