

## The Johns Hopkins University (“JHU”) Material Transfer Agreement for JHU Cell Center

Provider Investigator (JHU): [Click here to enter text.](#)

Recipient Institution: [Click here to enter text.](#)

Department: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Recipient Investigator: [Click here to enter text.](#)

Description of Material & JHU Technology Case Number (if applicable): [Click here to enter text.](#)

Amount: [Click here to enter text.](#)

1. Material: shall mean the Material described above including any associated data, Progeny, portions and/or Unmodified Derivatives thereof. The Material shall not include: (a) Modifications, or (b) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny, or Unmodified Derivatives. Modifications shall mean substances created by the Recipient which contain or incorporate the Material(s). Progeny shall mean unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism. Unmodified Derivatives shall mean Substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Material, proteins expressed by DNA/RNA supplied by JHU, or monoclonal antibodies secreted by a hybridoma cell line.
2. Confidential Information shall mean proprietary and confidential information communicated by one party to another under this Agreement which is related to the research and marked as confidential or proprietary at the time of disclosure or in the case of oral disclosures, indicated in writing within thirty (30) days of disclosure. Confidential Information shall not include information which: (a) was in a party’s possession prior to receipt from disclosing party; (b) was in the public domain at the time of receipt from disclosing party; (c) becomes part of the public domain through no fault of receiving party; (d) was lawfully received by receiving party from a third party having a right to disclose it; (e) is independently developed by employees of receiving party who had no knowledge of the Confidential Information disclosed; or (f) is required by law to be disclosed.
3. Data shall mean any data resulting from the use of the Materials.
4. The Material is being provided to Recipient Investigator and Recipient Institution by JHU solely for non-commercial research purposes in Recipient Investigator’s laboratory only.
5. Neither the Material nor Modifications shall be used for any commercial purpose or for work on human subjects, including diagnostic testing.
6. Recipient Institution and Recipient Investigator agree to comply with all applicable laws, regulations, and applicable institutional policies, and Recipient Institution agrees not to expose, recreate, discover or reveal any Personal Health Information or otherwise attempt to identify individuals who are or may be the sources of de-identified Material.
7. If the Recipient Institution creates Modifications to the Material, Recipient Institution agrees to notify JHU in writing.
8. Neither the Material nor the Modifications may be distributed to any other party (for-profit or non-profit) for any reason without the written permission of JHU.
9. The Recipient Institution and/or the Recipient Scientist shall have the right, without restriction, to distribute substances created by the Recipient through the use of the Material only if those substances are not progeny, unmodified derivatives, human tissues or human derived material or data, or Modifications.
10. Should the use of this Material result in one or more scientific publication(s), Recipient Investigator shall acknowledge in the publication(s) that the Material was provided by the Provider Investigator.
11. The parties' obligations with respect to Confidential Information as set forth in this Paragraph shall remain in effect for a period of five (5) years following the termination of this Agreement.

12. Recipient Institution agrees to provide the JHU with a summary of any Data. Recipient Institution shall own all Data. JHU agrees to use the Data solely for internal research and regulatory purposes, and not to use the Data in support of a patent application without Recipient Institution's prior knowledge and only after the Recipient Institution has reviewed the application and has been provided an opportunity to assert any claims to inventorship. JHU agrees not to use the Data for any marketing or promotional purposes without the Recipient's prior written approval.
13. This Agreement will become effective on the date of the last signature below and may be terminated by either party with 30 days written notice. Recipient Institution agrees to destroy or return the Material, at Provider Investigator's discretion, with written confirmation, after the Agreement has been terminated.
14. **THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.**
15. The Material is experimental in nature and must be used with prudence and appropriate caution, since not all of its characteristics are known.
16. Except to the extent prohibited by law, Recipient Investigator and Recipient Institution assume all liability for damages, which may arise from Recipient Investigator's and Recipient Institution's use, storage, transfer or disposal of the material. JHU (including, but not limited to, its directors, trustees, officers, employees, students, and agents) will not be liable to Recipient Institution for any loss, claim or demand made by any other party, due to or arising from Recipient Investigator's and Recipient Institution's use, storage, transfer or disposal of the Material.
17. This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the transfer of Material to Recipient Institution and may be amended only by the written agreement of both parties.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AGREE TO COMPLY WITH ITS TERMS AND CONDITIONS.**

\_\_\_\_\_  
Signature of Recipient Investigator

\_\_\_\_\_  
Date

\_\_\_\_\_  
email address

\_\_\_\_\_  
Authorized Signature (Recipient Institution)

\_\_\_\_\_  
Date

\_\_\_\_\_  
email address

\_\_\_\_\_  
Authorized Signature (JHU)

\_\_\_\_\_  
Date

\_\_\_\_\_  
email address