Legacy Research Institute

CORPORATE
MATERIAL TRANSFER AGREEMENT

1. **Parties to this Agreement**

Providing Scientist: R. Serene Perkins, M.D., F.A.C.S.

Providing Organization: Legacy Research Institute

Address: 1225 NE 2nd Ave Portland, OR 97232

"PROVIDER" shall mean the Providing Organization through its employee, the Providing Scientist.

Recipient Scientist: _____

Recipient Organization: _____

Address: _____

"RECIPIENT" shall mean the Recipient Organization through its employee, the Recipient Scientist.

2. **Material(s)**

Material(s) provided: _____

Volume of Materials provided: _____

Definitions:

MATERIAL(S) means the provided materials described above and any **Progeny** and **Unmodified Derivatives** from the material(s).

Progeny is an unmodified descendant from the provided material, such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives are substances created by the RECIPIENT which constitute

An unmodified functional subunit or product expressed by the provided material, such As subclones of unmodified cell lines, purified or fractionated subsets of the provided material, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

MATERIAL(S) shall not include: (a) Modifications, or (b) other substances created by The recipient through the use of the MATERIAL(S) which are not Modifications, Progeny, or Unmodified Derivatives. Modifications are materials made by the RECIPIENT which contain/incorporate the MATERIAL(S).

The MATERIAL(S), including, but not limited to, MATERIAL(S) contained or incorporated in Modifications, are the sole property of the PROVIDER and are made available as a service to the research community.

3. Limitation of Research Use of the Materials (if applicable, describe specific limitation(s) on use of materials for research):

_____

THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

4. General Research Use of the Materials:

The RECIPIENT agrees to use the MATERIAL(S) in compliance with all applicable statutes and regulations, including the Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving human subjects and/or the use of recombinant DNA.

The RECIPIENT agrees that the MATERIAL(S) will be used solely for internal research purposes in the laboratory of the Recipient Scientist and under his/her direct supervision.

The RECIPIENT agrees that if the MATERIAL(S) are human tissues or human derived material or data, RECIPIENT will in no way attempt to identify or contact the person(s) from whom the Material was collected or derived, and shall not permit any third party to do so.

The RECIPIENT agrees that the MATERIAL(S) will not be used for any Commercial Purpose. Commercial Purpose shall mean the sale, lease, license, or other transfer of the MATERIAL(S) or Modifications to a for-profit organization. Commercial Purposes shall also include uses of the MATERIAL(S) or Modifications by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL(S) or Modifications to a for-profit organization.

The RECIPIENT agrees that the MATERIAL(S) and Modifications (except as set forth below) may be transferred to a third party without the PROVIDER's written consent. Nothing in this Agreement shall preclude the PROVIDER from transferring the MATERIAL(S) to other interested third parties for commercial or research purposes. The RECIPIENT shall have the right, without restriction, to distribute to third parties substances created by the RECIPIENT through the use of the MATERIAL(S) provided those substances are not Progeny or Unmodified Derivatives. The RECIPIENT may transfer Modifications to not-for-profit research institutions under a material transfer agreement containing terms substantially similar to those contained in this Agreement.

5. **Publications**

The RECIPIENT agrees to acknowledge the PROVIDER and the patients (not by name) who have generously donated their samples in any publication resulting from the direct use of the MATERIAL(S) as follows:

Individual acknowledgements:
R. Serene Perkins, MD, FACS, Program Director, Legacy Tumor Bank
John Ost, Research Assistant, Legacy Tumor Bank

Institution acknowledgements:
Legacy Tumor Bank, Legacy Research Institute, Legacy Health, Portland, Oregon.

The RECIPIENT agrees to provide data on the use of the samples provided, including any resulting abstracts, presentations and publications, to the PROVIDER annually or on reasonable request.

The RECIPIENT agrees to remove any Confidential Information of the PROVIDER prior to publication or public disclosure.

6. Data

DATA shall mean all data, technology, information, and results, including but without limitation sequence information, and other know-how, procedures, methodologies, technical, and scientific expertise and biological or chemical materials developed by RECIPIENT through the use of the MATERIAL(S). The RECIPIENT agrees to disclose all DATA to PROVIDER in a timely manner, no later than thirty (30) days from the expiration of the this Agreement.

The PROVIDER agrees to use DATA solely for research and regulatory purposes, and not to use the data in support of a patent application without RECIPIENT'S prior knowledge and only after the RECIPIENT has reviewed the application and had the ability to assert any claims to inventorship, or for any marketing or promotional purposes without the RECIPIENT'S prior written approval.

7. **Inventions**

Inventions shall mean any invention(s), whether or not patentable, made by the RECIPIENT as a direct result of the use of the MATERIAL(S). Inventions shall be owned by the RECIPIENT.

8. **Confidential Information**

Confidential Information shall mean proprietary and confidential information of the PROVIDER which is related to the MATERIAL(S) and is provided to the RECIPIENT and indicated as confidential or proprietary at the time of disclosure.

Confidential Information shall not include information which:**{**PRIVATE **}**

a) was in RECIPIENT'S possession prior to receipt from PROVIDER;
b) was in the public domain at the time of receipt from PROVIDER;
c) becomes part of the public domain through no fault of the RECIPIENT;
d) was lawfully received by the RECIPIENT from a third party having a right to disclose it to RECIPIENT; or
e) was subsequently and independently developed by employees of the RECIPIENT who had no knowledge of the Confidential Information disclosed.

The RECIPIENT agrees that Confidential Information shall be used solely for the purposes of performing research with the MATERIAL(S) and that the Confidential Information will not be disclosed to anyone except the those employees of RECIPIENT working under the direct supervision of the Recipient Scientist who have a need to know for the purposes of the research utilizing the MATERIAL(S) and who are bound by the terms of this agreement as an employee of the RECIPIENT.

9. **Miscellaneous**

The MATERIAL(S) are understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL(S). The PROVIDER (including, but not limited to, its directors, trustees, officers, employees, students, and agents, as applicable) will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except

to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

Neither party shall use the name of the other or any contraction or derivative thereof or the name(s) of the other party's faculty members, employees, or students, as applicable, in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.

In the event that the MATERIAL(S) are not received by the RECIPIENT, this Agreement shall terminate ninety (90) days after the Effective Date and neither party shall have any further obligations or responsibilities under this Agreement. Otherwise, this Agreement will terminate three (3) years from the Effective Date. Notwithstanding the foregoing, those provisions, which by their nature should survive such termination, shall survive such termination, *provided however*, that no obligations under this Agreement shall survive beyond five (5) years following the Effective Date. Promptly upon the one year termination date, RECIPIENT, unless otherwise instructed by PROVIDER, agrees to destroy the MATERIAL(S).

10. **Cost and Shipping**

The MATERIAL(S) are provided at no cost to RECIPIENT. PROVIDER will notify RECIPIENT when the MATERIAL(S) are ready for shipment. RECIPIENT will be responsible for the pick-up and shipment, including shipping costs, of the MATERIAL(S).

The parties to this Agreement, the RECIPIENT and the PROVIDER, hereby indicate their agreement to the terms of this Agreement by affixing the signature below of an appropriate representative or officer who is specifically authorized to execute documents of this type. The "Effective Date" of this Agreement shall be the date that the last party hereto signs this Agreement.

11. Disposal of the Material(s):

When the proposed research for use of these materials is completed or this MTA is terminated, any unused material will either be destroyed by the RECIPIENT per applicable statutes or will be returned to the PROVIDER as requested.

RECIPIENT ORGANIZATION		**PROVIDING ORGANIZATION**	
By:		By:	
Name:		Name:	P. Ashley Wackym, M.D., F.A.C.S., F.A.A.C.
Title:		Title:	Clinical Vice President of Research, Legacy Health
Date:		Date:	

The Recipient Scientist and Providing Scientist, by affixing their signatures below, acknowledge that they have read, understood, and agree to comply with the terms of this Agreement.

Recipient Scientist		**Providing Scientist**	
By:		By:	
Name:		Name:	R. Serene Perkins, M.D., F.A.C.S.
Title:		Title:	Program Director, Legacy Tumor Bank
Date:		Date:	