

CAVD MATERIAL AND DATA TRANSFER AGREEMENT FOR USE WITH THIRD PARTY TRANSFERS

WHEREAS, the Collaboration for AIDS Vaccine Discovery (**CAVD**) has been established as a network of centers and consortia funded by the Bill & Melinda Gates Foundation (the **Foundation**), to support the implementation of the scientific strategic plan of the Global HIV Vaccine Enterprise (the **Enterprise**). The CAVD is not a separate legal entity, but is a series of research projects funded by the Foundation in order to create an HIV vaccine discovery collaborative network.

WHEREAS, the primary goals of the CAVD are to (i) accelerate the development of an HIV vaccine through the development and use of innovative technologies and consistent laboratory practices, and (ii) to conduct activities within the CAVD Projects (defined below) in a manner that is consistent with and in furtherance of the **Global Access Objectives** (meaning (i) the prompt dissemination of new scientific information within the CAVD, across the Enterprise, and with the broader scientific community and (ii) facilitating the accessibility of future HIV vaccines to people most in need within developing countries).

WHEREAS certain specific organizations or groups of organizations are participating in the CAVD and conducting particular projects that are being funded under a grant or contract from the Foundation (**Funded Center or Consortium**).

WHEREAS the Funded Centers or Consortia and **CAVD Members** (meaning institutions that are members of a Funded Center or Consortium) are all parties to the CAVD Data & Materials Sharing Agreement which includes and incorporates the Data & Materials Sharing Guiding Principles, Master CAVD Confidential Disclosure Agreement and the Master CAVD Material Transfer Agreement (collectively the **DMSA**). An updated list of the Funded Centers or Consortia, CAVD Members and the above-referenced documents are available on the following web site: <http://cavd.org/aboutConsortia.shtml>.

WHEREAS, the Funded Centers or Consortia fall within one of two categories: (i) Vaccine Discovery Consortia (**VDCs**) focusing on the research and development of candidate HIV vaccines designed to stimulate humoral or/and cell-mediated immune responses; and (ii) Central Service Facilities (collectively the **CSFs**) that conduct research and provide services in support of the vaccine discovery goals. The CSFs include Vaccine Immune Monitoring Centers (**VIMCs**) which focus on either humoral or cell-mediated immune evaluation; a Mouse Immunology Laboratory (**MIL**); an HIV Specimen Cryorepository (**HSC**); and a Vaccine Immunology Statistical Center (**VISC**).

WHEREAS a council has been established consisting of one principal investigator from each of the Funded Centers or Consortia (**Council of CAVD PIs**) as a coordinating body for the purposes to be defined in a charter document created by the members of the said Council and updated from time to time. The Council of CAVD PIs has or will define a limited number of assays (**Standardized Assays**).

WHEREAS, it is desired that the handling of Materials and Data provided to or from a CSF and the treatment of Data generated from such Materials be done in a manner consistent with the CAVD Data & Materials Sharing Agreement (including to ensure that the Global Access Objectives are met) and in particular, that Third Parties that submit Materials to a CSF for the performance of a Standardized Assay agree that Standardized Data shall be treated in the manner provided herein.

NOW, THEREFORE, the Parties agree to the following terms and conditions for the transfer of Materials and Data with the intention that the terms and conditions are consistent with those that govern the transfer of Materials by CAVD Members to a CSF under the DMSA.

DEFINITIONS

The following terms and their definitions are applicable only to this Third Party MTA, and do not modify any similar terms contained within the DSMA:

Alliance Manager means the alliance manager established via a contract with the Foundation for the purpose of providing support to the Foundation and the Funded Centers or Consortia with respect to the collective operation of the CAVD, including the implementation of the Data & Material Sharing Agreement and related documents.

CAVD Data means Data produced by a CAVD Member or an organization acting on its behalf in furtherance of a CAVD Project through the use of Materials provided to it by a Third Party pursuant to this Third Party MTA.

CAVD Invention means any invention, discovery, new use, improvement, or product conceived or first actually reduced to practice as a result of using the Materials provided by a Third Party to [an organization of a Funded Center or Consortium, or a CAVD Member, under the terms of this Third Party MTA.

CAVD Projects means the CAVD research projects conducted by the Funded Center or Consortia, CAVD Members, or an organization acting on their behalf, and that are funded under a grant or contract from the Foundation.

Commercial Purposes means the use of Materials by or on behalf of or for research sponsored by (or transfer of Materials or Data to) a for-profit company. Notwithstanding the foregoing, the Third Party acknowledges that to the extent Materials or Data are used for the CAVD Projects (whether by a for-profit company or otherwise), such use will not be characterized as being conducted for Commercial Purposes.

Data means recorded information.

EXW is an Incoterm (see www.iccwbo.org) abbreviation for “EX Works.” Ex works means that the Provider delivers when Provider places the goods at the disposal of the Recipient at the Provider’s premises or another named place (i.e. works, factory, warehouse, etc.) not cleared for export and not loaded on any collecting vehicle. This term thus represents the minimum obligation for the Provider, and the Recipient has to bear all costs and risks involved in taking the goods from the Provider’s premises.

Materials includes, but is not limited to, reagents, immunogens, vaccine products, adjuvants, viral isolates, DNA, RNA, vectors, plasmids, peptides, antibodies, hybridomas, monoclonal antibodies, peripheral blood mononuclear cells, sera, Progeny, and Unmodified Derivatives, or other preclinical and clinical samples. For purposes of this definition:

Progeny means unmodified descendants from the original Materials (as described in the specific Material Transfer Record Form [being used to transfer the Materials [attached]], such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives means substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the original Materials (as described in the specific Material Transfer Record Form [being used to transfer the Materials] [attached]). Some examples include (but are not limited to) subclones of unmodified cell lines, purified or fractionated subsets of the original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

Provider means the entity that is providing the Materials and / or having the Materials provided by another entity on its behalf including the principal investigator and / or co-principal investigator or his/her designee employed by such entity who will be physically supplying the Materials.

Publish or Publishing means the act of communicating to the public, whether through publications, presentations, posters or otherwise, and whether by text or images via written, verbal or electronic means (with such means being referred to collectively as **Publications**).

Recipient means the entity that is receiving the Materials, including the principal investigator or, where applicable, co-principal investigator or his/her designee employed by such entity who will be physically receiving the Materials.

Third Party means an individual or entity that is not a CAVD Member but is a party to this Third Party MTA.

Third Party Invention means any invention, discovery, new use, improvement, or product conceived or first actually reduced to practice as a result of Third Party's use of the Materials or CAVD Data that is provided to a Third Party by a CAVD Member under the terms of this Third Party MTA.

TERMS AND CONDITIONS OF THIS THIRD PARTY MTA

1. The terms and conditions of this CAVD Material And Data Transfer Agreement For Use With Third Party Transfers (**Third Party MTA**) include the provisions set forth below, as well as the provisions of the Third Party Data & Materials Transfer Guiding Principles (**Attachment A**) which are incorporated herein by reference and made a part of this Third Party MTA. In the event that there are any conflicts between the provisions set forth below and those set forth in Attachment A, the provisions of Attachment A shall control except as otherwise expressly stated in this Third Party MTA.

2. Transfer of all Materials by or to Third Parties under this Third Party MTA shall be documented through the completion of a Material Transfer Record Form (in the form as contained in **Attachment C**), a copy of which will be provided by the Provider to the Alliance Manager for each Material transfer. Upon each Material Transfer Record Form, the Provider shall, among other things, describe the Materials and set forth any additional provisions for the use and the transfer of the Materials, which shall be consistent with and subject to the provisions of this Third Party MTA.

3. The Recipient may use the Materials for purposes consistent with the Global Access Objectives, as may be further provided in the Material Transfer Record Form. The Recipient agrees that Materials (a) will not be used in human subjects, in clinical trials, or for diagnostic purposes

involving human subjects unless such use is expressly approved by the Provider in writing and the Recipient's use shall be in accordance with the appertaining clinical protocol, informed consent and subject to any required institutional review board and / or ethics committee approvals and / or other necessary approvals as applicable; (b) will not be used for Commercial Purposes; and (c) will only be used by individuals who are legally obligated, in the manner and to the extent required in the applicable Material Transfer Record Forms, to assign their respective right in any and all CAVD Inventions and/or Third Party Inventions (and any patent rights or other rights arising therefrom) to a CAVD Member or Third Party; and (d) will be provided to CAVD Members or Third Parties only on the terms set forth herein including on the attached Material Transfer Record Form.

4. It is acknowledged that the results of the research using the Materials may be important to the Provider or Recipient in its attempts to attract good researchers and secure research funding for HIV vaccine-related or other research. Such recognition may be primarily established by Provider making reference to the use of Materials by Recipients, in Publications. It is further acknowledged that the failure to obtain such recognition may adversely affect the Provider's ongoing research activities and funding. Accordingly, the Recipient hereby agrees that it will notify the Provider and, at least 30 days prior to submission, provide a copy of any Publication concerning the research in which such Materials were utilized to the Provider. The Recipient shall reasonably consider any comments the Provider offers and will make appropriate attributions (co-authorship or acknowledgement) in all such Publications where the Provider's Materials were used in the Recipient's research.

5. With respect to Materials that are transferred from a CAVD Member to a Third Party, the Third Party acknowledges that such Materials were developed using CAVD funds and may have involved the contributions of other CAVD Members. Therefore, Materials that were developed by CAVD Members from different Funded Centers or Consortia are subject to the terms and conditions of the DMSA, as may be revised from time-to-time. The Third Party agrees to adhere to all of the terms and conditions pertaining to the treatment of data, intellectual property, confidentiality, publication and attribution as expressly stated in the DMSA (a copy of which will be provided to Third Party upon request). Moreover, the Third Party acknowledges and agrees that the Materials are subject to the Global Access Objectives and the Third Party will use the Materials for purposes and in a manner that is consistent with the Global Access Objectives.

6. (a) It is understood and agreed that the attachments to this Third Party MTA set forth certain other provisions regarding confidentiality, the sharing of research results, CAVD Inventions, Third Party Inventions, the scientific and charitable goals of the CAVD Projects, and other related issues and appertaining activities under this Third Party MTA.

(b) The use and allocation of ownership or licensing of the Materials and CAVD Inventions and Third Party Inventions arising through the use of the Materials and Data is addressed in Attachment B and in any attached Material Transfer Record Form. Such ownership or licensing provisions shall survive termination of this Third Party MTA and shall apply to further transfers of the Material by the Recipient as applicable.

7. Any Materials transferred pursuant to this Third Party MTA are understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS NOR EXTENDS ANY 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 MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY

PROPRIETARY RIGHTS, OR THAT THE MATERIALS WILL NOT POSE A HEALTH OR SAFETY RISK.

8. The Recipient and recipient scientist shall use the Materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping, use and/or disposal of the Materials.

9. Except to the extent prohibited or, where applicable, to the extent authorized by law, Recipient assumes all liability for claims for damages that may arise from its use, storage, and/or disposal of the Materials for activities carried out pursuant to this Third Party MTA. The Provider 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, storage, and/or disposal of the Materials by the Recipient, except to the extent permitted by applicable law when such loss, claim, or demand is caused by the gross negligence and/or willful misconduct of the Provider. All Materials will be shipped EXW Provider's place of business for activities carried out pursuant to this Third Party MTA (unless Provider and Recipient mutually agree to a different Incoterm shipping classification).

10. Provider certifies that, if applicable to the Material being supplied under this Third Party MTA, it has obtained all informed consent(s) and / or other necessary approval(s) and / or authorization(s) in the collection of the Materials necessary to provide the Materials for use in accordance with the attached Material Transfer Record Form. Recipient agrees to handle, store, and use the Materials in a safe manner and in compliance with all applicable statutes and regulations, including applicable governmental regulations and guidelines as well as the requirements of national drug regulatory authorities and other relevant regulatory agencies. Recipient certifies that it has obtained any institutional review board and / or ethics committee and / or other approvals that may be required for the use of Materials received under this Third Party MTA as outlined in the respective Material Transfer Record Form.

11. This Third Party MTA will terminate as regards only Materials transferred under a subject Material Transfer Record Form on the completion of the Recipient's use of the Materials, unless earlier agreed by Provider and Recipient. Upon such termination Recipient will immediately discontinue its use of the Materials and will, upon direction of the Provider, return or destroy any remaining Materials; provided, however, further transferees (from the Recipient) shall be obliged to destroy the Materials unless the parties otherwise agree. Recipient will also require other individuals or entities to which it has provided the Material to discontinue their use of the Materials and return or destroy any remaining Materials. Termination of the project (for which the Materials are provided) shall not affect the Provider's rights hereunder.

12. Except as certain provisions may survive as set forth in Paragraph 13 below, this Third Party MTA will terminate in its entirety (including but not limited to termination as regards Materials transferred under any and all subject Material Transfer Record Forms not previously terminated) upon the termination of the project (for which the Materials are provided) for which the Materials are being used.

13. Paragraphs 1 and 4 through 15 herein and the rights of any Provider set forth herein shall survive any termination or expiration of this Third Party MTA, including but not limited to termination as regards Materials transferred under a Material Transfer Record Form.

14. Any dispute or controversy arising in connection with this Third Party MTA shall first be referred to the parties' respective officers that signed this Third Party MTA, on behalf of the Recipient and Provider, or their successors, for attempted resolution in good faith negotiations within thirty (30) days of notice of such dispute. If such officers are not able to resolve the dispute within the thirty (30)-day period, or any agreed upon extensions, the Recipient and Provider shall be free to resolve the dispute through any dispute resolution mechanism they may individually or collectively choose.

15. If any provision of this Third Party MTA is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.

16. No waiver of any term, provision or condition of this Third Party MTA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same term, provision or condition, or of any other term, provision or condition of this Third Party MTA.

17. No party shall be liable for any failure to perform as required by this Third Party MTA to the extent such failure to perform is due to circumstances reasonably beyond such party's control, including, without limitation, labor disturbances or labor disputes of any kind, accident, civil disorders or commotions, acts of aggression or terrorism, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

ATTACHMENT A

THIRD PARTY DATA & MATERIALS TRANSFER GUIDING PRINCIPLES

Collaboration for AIDS Vaccine Discovery
in support of
The Global HIV Vaccine Enterprise

1. DATA SHARING PRINCIPLES

a. Definitions

For purposes of these Guiding Principles:

- i. **Non-Standardized Data** means all Data not resulting from Standardized Assays other than Comparative Data.
- ii. **Standardized Data** means all Data resulting from an assay after it has been defined as a Standardized Assay; provided, however, to generate Standardized Data, the Standardized Assay must be performed by a person or organization that is certified to perform the Standardized Assay as determined by the Council of CAVD PIs.
- iii. **Standardized Assays** mean a limited number of assays to be defined by the Council of CAVD PIs, in discussions with the Alliance Manager and the Foundation.
- iv. **Comparative Data** means all Data resulting from comparative evaluation of Non-Standardized Data or Standardized Data produced by a CAVD Member.
- v. **Comparative Standardized Data** means all Data resulting from comparative evaluation of Standardized Data produced by a CAVD Member; accordingly Comparative Standardized Data is a subset of the Comparative Data.

Capitalized terms not otherwise defined in these Guiding Principles shall have the definitions as provided to them in the body of this Third Party MTA.

b. Inventions

- i. With respect to CAVD Inventions and Third Party Inventions for which a patent is sought, inventorship will be determined by the law governing the jurisdiction in which the patent application is filed.
- ii. Ownership of CAVD Inventions and Third Party Inventions is outside the scope of these Guiding Principles and may be addressed by the Third Party and CAVD Members concerned under a separate contractual arrangement or in an attached Material Transfer Record Form.
- iii. To the extent not prohibited by law, regulation or third-party obligation (which obligation exists prior to the date of the relevant Material Transfer Record Form executed hereunder), the Third Party agrees to grant to CAVD Members upon

request a fully paid-up, non-exclusive, royalty free right-to-use all Third Party Inventions for purposes of education, as well as research, within a Funded Center or Consortium in support of the development of an HIV vaccine consistent with the Global Access Objectives. To the extent such prospective grants are prohibited by law, regulation, or pre-existing third-party obligation, the Third Party will in good faith seriously consider requests from CAVD Members for the right to use such Third Party Inventions for such purposes and explore ways to enable such use on similar terms.

c. Management of Data

- i. The ownership of Data is outside the scope of these Guiding Principles and may be addressed by the Third Party and CAVD Member(s) concerned under a separate contractual arrangement or in an attached Material Transfer Record Form.
- ii. A Third Party that submitted Materials used to generate CAVD Data shall not assert against any CAVD Members any database rights, copyrights, or moral rights to CAVD Data incorporated into a database in support of the CAVD.

d. Treatment of Data

- i. With respect to all Standardized Data and Comparative Standardized Data generated for a Third Party and/or using Third Party Materials, (**Section d.i Data**): All such Section d.i Data will be transferred to the VISC within thirty (30) days from the completion of the final analysis as determined by agreement among the Provider, Alliance Management and the Foundation, in consultation with the organization that generated the Section d.i. Data. The CAVD Member that generated the Section d.i Data on behalf of the Third Party will notify that Third Party when such Section d.i. Data has been transferred to the VISC. All Section d.i Data that is held or generated by the VISC will be transferred initially only to the Third Party that provided the underlying Materials used to generate the Section d.i Data. Such transfer of the Section d.i Data will be prompt for rapid access by the applicable Third Party.
- ii. The Third Party that provided the underlying Materials used to generate any Section d.i Data will then have an exclusive review period of thirty (30) days from the date it receives the Section d.i Data, during which time the Data will not be published or disseminated outside the CAVD. Unless the Third Party provides its written permission sooner, at the end of such exclusive review period all of the Section d.i Data will be subject to disclosure and dissemination to the other CAVD Members by a mechanism established by the Alliance Manager with the Council of CAVD PIs and the Foundation. However, the Third Party shall be entitled to request, via written notice submitted to the Alliance Manager before the end of such exclusive review period, that such disclosure and dissemination be delayed for an additional thirty (30) days in order to seek intellectual property protection of an invention that is disclosed in whole or in part by the Section d.i Data.

- iii. The Third Party that provided the Material used to generate the Section d.i Data will make reasonable efforts to disseminate such Section d.i Data to the broader scientific community.
- iv. When Section d.i Data is Published or otherwise publicly disseminated outside the CAVD Members, the Third Party will acknowledge, in such Publications that the Section d.i Data was generated through the activities of a CAVD Project.
- v. When Section d.i Data is shared under an obligation of confidentiality outside the Third Party or CAVD Members, the entity with which the Section d.i Data is shared will be required to acknowledge, in writing, that the Section d.i Data was generated through the activities of a CAVD Project and will themselves adhere to the Global Access Objectives with respect to its use of the Section d.i Data and any invention arising out of the use of such Section d.i Data.

e. Publication Rights

Subject to the provisions of paragraph 1.d.v., data may be Published according to the following principles:

- i. For Standardized Data generated by a CSF using materials from a Third Party, the Third Party that provided the Material used to generate the Standardized Data may Publish on the Standardized Data accompanied by the appropriate attributions (co-authorship or acknowledgement as appropriate, in accordance with authorship guidelines referenced below where Publication is in written form) of the relevant Funded Centers or Consortia that contributed to the generation of the Data. The individual CAVD Member(s) of the CSF that generate Standardized Data may also Publish on the Standardized Data accompanied by the appropriate attribution (co-authorship or acknowledgement as appropriate, in accordance with the authorship guidelines referenced below) of the Third Party that provided the Material used to generate the Standardized Data. In this case, the CSF shall furnish the Third Party with a copy of any proposed Publication for review and comment at least thirty (30) days prior to submission for publication and shall reasonably consider any comments provided.
- ii. For Comparative Data, the Funded Centers or Consortia whose CAVD Member(s) generated portions of the Comparative Data or that contributed to the comparative study will have the joint right to Publish on the Comparative Data. In this case, the CAVD Member that intends to Publish shall furnish the Third Party and other applicable CAVD Member(s) with a copy of any proposed Publication for review and comment at least thirty (30) days prior to submission for publication and shall reasonably consider any comments provided and ensure that the Publication of the Comparative Data is accompanied by the appropriate attributions (co-authorship or acknowledgement as appropriate, in accordance with the authorship guidelines referenced below) for each of the applicable Third Party or CAVD Members. In the event the Publication will be a meeting presentation, the foregoing described thirty (30) day review period shall not apply; provided, however, the publishing Party shall obtain consent of the others prior to such Publication.

- iii. Authorship guidelines will be in accordance with those of the International Committee of Medical Journal Editors, or other generally recognized standards.

2. MATERIALS SHARING PRINCIPLES

- a. Ownership of Materials is outside the scope of these Guiding Principles and may be addressed by the Third Parties and CAVD Member(s) under the relevant Material Transfer Record Form in the form attached to this Third Party MTA.
- b. Materials must be collected, maintained and used in accordance with the necessary informed consent and regulatory approval (if applicable) in support of these Guiding Principles.
- c. With respect to the HSC:
 - i. Third Parties that submit Materials for Standardized Assays should, if feasible, deposit Materials with the HSC and when effecting such a transfer will utilize Attachment B;
 - ii. Third Parties recognize that the HSC will develop mechanisms to share Materials among the CAVD Members and with the broader scientific community; and
 - iii. Third Parties recognize that if the organization that is serving in the role of HSC does not continue in that role or ceases to be a Funded Center or Consortium, the Council of CAVD PIs, in consultation with the Alliance Manager and the Foundation, may make a recommendation regarding the disposition of Materials deposited with that organization, including possible transfer to another CSF or to another organization that can fulfill the role of HSC.

ATTACHMENT B

Additional provisions to be included when transferring Materials from a Third Party to the HSC, all of which are subject to the terms of the Data & Materials Sharing Guiding Principles as Applied to Third Party Submissions, and the Third Party MTA:

1. In transferring Materials to the HSC, the Provider hereby acknowledges and gives the HSC authority to further distribute those Materials to CAVD Members for the purposes of conducting research in connection with the CAVD Projects under provisions of the Third Party MTA, except as provided below. The HSC will give Third Party prompt advance written notice of any such distribution, including the identity of the recipient and the date of distribution.

The Provider limits such authority for the reason and to the extent stated hereafter:

_____ (Add additional pages if required)

2. Following the expiration or termination of the project for which Materials were provided to the HSC, any Materials remaining in the HSC may, at the discretion of the HSC, be retained by the HSC or transferred to other CSFs, or destroyed, unless otherwise noted below for good cause.

The Provider hereby requests the HSC to take the following alternate action with respect to the Materials following the expiration or termination of the CAVD Project:

_____ (Add additional pages if required)

3. The HSC shall have the authority to share Materials with parties that are not CAVD Members (in particular the broader scientific community), unless noted below by the Provider. The HSC will give Provider prompt advance written notice of any such distribution, including the identity of the recipient and the date of distribution.

The Provider limits such authority for the reason and to the extent stated hereafter:

_____ (Add additional pages if required)

4. In the event the HSC transfers Materials to third party recipients, such transfers will be governed by the terms of the Third Party MTA. All third party recipients will be required by agreement to adhere to the Global Access Objectives of (i) the broad and prompt dissemination of research information generated through use of the Materials to the scientific community and (ii) the development of an HIV vaccine through use of the Materials that will be made accessible to the people most in need in developing countries in its use of the Materials and any improvements, modifications or inventions that may arise through such use.

**ATTACHMENT C
MATERIAL TRANSFER RECORD FORM**

PROVIDER:

Organization: _____
Contact Name: _____
Address: _____
Phone: _____
Email: _____

RECIPIENT:

Organization: _____
Contact Name: _____
Address: _____
Phone: _____
Email: _____

The MATERIAL(S) described below is/are supplied by PROVIDER to the RECIPIENT subject to the terms and conditions of the Third Party MTA, and the Data & Materials Sharing Guiding Principles as Applied to Third Party Submissions, which control in the event of any discrepancy between the language here and there.

Description of the MATERIAL(S): *Describe the MATERIAL(S) being transferred under the Third Party MTA (e.g. reagents, immunogens, vaccine products, adjuvants, hybridomas, monoclonal antibodies, peripheral blood mononuclear cells, sera, or other preclinical and clinical samples generated in the course of vaccine research and development studies supported by the CAVD) as well as the unique barcode identifier or other unique identifier.*

_____ (add additional pages if required)

If PROVIDER is not the originator of any of the MATERIAL(S), then identify the originator(s) below, to the extent possible, and list any known restrictions on the use of the MATERIAL(S).

Description of the agreed use of the MATERIAL(S):

_____ (add additional pages if required)

Describe any special handling or storage instructions for the MATERIAL(S):

_____ (add additional pages if required)

Describe any additional understanding with respect to publication rights:

(add additional pages if required)

The use, transfer, allocation of ownership/licensing of Materials and Data and CAVD Inventions and Third Party Inventions that arise from use of the Materials and the Data shall be consistent with the objectives and intentions of the Guiding Principles and the Global Access Objectives. Specific terms and conditions are set forth below:

MATERIAL(S) are to be used for the Agreed Use as stated above only. Except as provided below, MATERIAL(S) shall not be transferred by the RECIPIENT to any other party either within or outside the CAVD. The PROVIDER retains ownership of the MATERIAL(S). A license to the MATERIAL(S) is granted to the RECIPIENT for the purpose of carrying out the Agreed Use for the period required to complete the Agreed Use or until termination of the Third Party MTA, whichever is earlier. No other licence to the Materials, implied or otherwise, is granted. The Data can be transferred and used according to part d ii) of Attachment A: Data & Materials Sharing Guiding Principles as Applied to Third Party Submissions. Any Party that gives rise to an invention retains ownership of this invention.

Describe any allocation of ownership rights with respect to data and/or inventions:

(add additional pages if required)

Describe any grant of license rights regarding inventions (whether patentable or non-patentable):

(add additional pages if required)

PROVIDER hereby gives its authorization for the Recipient to use and further transfer the MATERIAL(S) to other CAVD Members in accordance with the terms of the Third Party MTA for CAVD Members and the Global Access Objectives. Provider will be notified of each subsequent transfer of Materials.

[Optional clause] Any dispute or controversy arising in connection with the transfer of MATERIAL(S) documented herewith which is not resolved by the designated officers of this PROVIDER and RECIPIENT in accordance with the Third Party MTA shall be finally settled in accordance with the following terms:

Describe the controlling law and any dispute mechanism (in the event that this is left blank the controlling law will be the jurisdiction in which the CAVD member institution is located):

(add additional pages if required)

[signatures on following page]

The PROVIDER and RECIPIENT, by their duly authorized representatives, hereby accept all terms and conditions expressly stated in the Third Party MTA including attachments.

PROVIDER

RECIPIENT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Duplicate originals of this form shall be fully completed and executed and exchanged, with copies sent (electronically via facsimile transmission, pdf attachment to e-mail, or the like) within three days to _____ and / or facsimile number _____ or to such other e-mail address and/or facsimile number as may be provided by the management and operations group of the CAVD in the future.