

NIH TETRAMER FACILITY REGISTRATION FORM / MATERIALS TRANSFER AGREEMENT

Instructions

Registrants must submit the documents outlined below.

(1) Registration Form (pages 2-5)

The form must be signed by the registrant (Principal Investigator) **and countersigned by an official capable of legally binding the institution (e.g. president, vice-president, dean, or provost, but NOT a department chairman).**

(2) Biographical Sketch (page 6-7)

Attach a Biographical Sketch that includes a listing of five recent, representative publications, or a brief curriculum vitae. A Biographical Sketch from a recent NIH grant proposal may be submitted instead.

Registrants must also provide a FedEx (or other shipping company) account number. The NIH Tetramer Facility will not bill requesters for shipping charges; you **MUST** provide an account number so that your shipping company can bill you. Your carrier must be able to ship packages containing ice and/or dry ice. Because of changes in the airline industry, scientists outside of the US must arrange for prepayment of shipping charges with their carrier; reagents will not be shipped collect.

**MAIL, FEDEX or EMAIL (as a PDF) your completed
registration forms to**

**Dale Long
NIH Tetramer Facility
Emory University
954 Gatewood Rd
Atlanta, GA 30329
TCF.Manager@emory.edu**

NOTE: Faxed forms or forms without the original signatures will not be accepted.

**NIH Tetramer Facility Registration Form/
Materials Transfer Agreement**

(Please type)

Name:

Title:

Institution:

Telephone:

E-mail:

Fax:

Shipping Company:

Shipping Company Account Number:

Full Shipping Address:

(Please provide the address exactly as it should appear on a mailing label. Reagents cannot be shipped to a post office box.)

Institution Type (check one):

_____ Non-profit Organization

_____ Commercial Organization

Research Support, if applicable:
(Specify types and grant/award numbers)

NIH Intramural Research:

NIH Extramural Research:

Other Federal Funding:

State Funding:

Private Foundation:

Funding Outside of United States:

Industry:

Other:

Certification of Use

The MATERIAL ("tetramers, monomers and other novel ligands provided by the tetramer facility") and its use is claimed in U.S. Patent 5,635,363 and corresponding foreign patents relating to "Detection, Enumeration, Purification of Antigen-Specific T Cells." The rights to these patents are assigned to Stanford University and licensed exclusively to Beckman Coulter, Inc. (BCI). Stanford has granted the US Government a nonexclusive license under 35 U.S.C. § 202 (c)(4). BCI has granted NIH the right to provide the Recipient with a sublicense, and NIH hereby grants Recipient a sublicense to use the Material under the following conditions.

Requester's Institution acting through its investigator ("Recipient") agrees that, when the US Government is providing financial support to the Recipient for a research or clinical development activity in which the Material will be used, the Recipient Institution will use the materials provided by the NIH Tetramer Facility in activities only within the scope of the US Government funding agreement.

Recipient agrees that, when the US Government is not providing any financial support to the Recipient Institution for a research or clinical development activity in which the Material will be used, the Recipient will use the Material for its internal noncommercial research purposes only. The Material will not be used for any commercial purpose, for use in man, or for the direct benefit of any for-profit institution.

Accordingly and without limitation, the Recipient is not permitted under this Material Transfer Agreement to use any Material to test compounds for any commercial purpose, for use in man, or for the direct benefit of any for-profit institution or use the Materials for the production of products for any commercial purpose or for the direct benefit of any for-profit institution. For purposes of this agreement, the term "commercial purposes" shall be broadly construed to mean any purpose wherein consideration, in any form, is received.

The Recipient is notified by NIH of the existence of Stanford Patent Rights and the exclusive license thereof to BCI, and that the restrictions set forth in the two paragraphs above shall exist only during the term of the Stanford Patent Rights.

The Recipient agrees not to transfer the Material to any third parties.

With respect to further license rights under the Stanford Patent Rights, the Recipient should contact:

Elsa Burgess
Director, Business Development
Beckman Coulter Inc.
11800 SW 147th Ave M/S 32-C08
Miami, FL 33196-9015
Office Telephone: (305) 380-3166
Cell phone: (786) 423-8569
E-mail: elsa.burgess@coulter.com

Liability

Requester's Institution acting through its investigator ("Recipient") agrees that any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The United States Government, ThermoFisher BioServices, and their Suppliers and contributors of reagents ("Providers") MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Unless prohibited by federal and/or state law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage, or disposal of the MATERIAL except that, to the extent permitted by federal and/or state law, the Providers shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Providers. The legal process for filing and adjudicating such claims against the Recipient or Providers will be subject to all applicable state and/or federal laws.

Certification of Compliance with Safety Standards

Recipient shall directly supervise all users of the MATERIAL ("tetramers, monomers and other novel ligands provided by the tetramer facility") and shall assume responsibility for assuring that those users are cognizant of and comply with safety standards and academic standard laboratory practices.

Human Use

None of the MATERIAL provided by the NIH Tetramer Facility nor any derivatives of said MATERIAL will be used in humans or for any clinical diagnosis or treatment decisions. The intent of these conditions is to protect both the rights and the welfare of human subjects (in compliance with Title 45 Code of Federal Regulation Part 46), and to protect the NIH Tetramer Facility, since the MATERIAL is not produced under GMP conditions.

Animal Use

Recipient agrees that MATERIAL provided by the NIH Tetramer Facility and any Derivatives of said Material will be used in animals only as described in: Public Health Service Policy on Humane Care and Use of Laboratory Animals, March, 1996, or the latest version thereof (copies may be obtained from the NIH Division of Animal Welfare, TEL: 301-496-7163, or the US Government Printing Office, Publication No. 249-260).

Assumption of Shipping Costs

Recipient agrees to assume the costs of shipping MATERIAL by providing an overnight carrier shipping account number, or by making arrangements for prepaid shipments. No shipments will be made until Recipient's proposed shipping arrangements are accepted by the NIH Tetramer Facility.

Acknowledgment of Source

Recipient agrees to acknowledge the NIH Tetramer Facility in all publications and presentations of studies utilizing Materials supplied by the NIH Tetramer Facility. The suggested form for acknowledgments is: "The following tetramer was obtained through the NIH Tetramer Facility: (tetramer name)."

Reporting Agreement

Recipient agrees to provide the NIH Tetramer Facility with copies of all abstracts and publications resulting from use of the MATERIAL.

Website Publication

Recipient agrees that the NIH Tetramer Facility may publish successfully produced tetramers that were requested by Recipient to the NIH Tetramer Facility's website ("Website"). "Publish" means listing of the MHC allele, peptide sequence, parent protein from which the peptide was derived, and the organism from which the peptide/protein is derived at any time after such tetramers are sent to Recipient. Recipient may request that none of their requested tetramers be published to the Website for a period of six (6) months after delivery by checking the appropriate option below:

PLEASE CHECK ONLY ONE:

_____ The NIH Tetramer Facility may publish Recipient's successfully produced tetramers to its website immediately after sending the tetramers to Recipient.

_____ The NIH Tetramer Facility may publish Recipient's successfully produced tetramers to its website no sooner than six (6) months after they have been sent to recipient.

Signatures

*Officer of Recipient's Institution or
Company (Signature)

Recipient / Principal Investigator
(Signature)

Printed Name

Printed Name

Title

Title

Institution

Institution

Date

Date

**The officer cosigning above must be
capable of legally binding the Institution*

Biographical Sketch

This form, or a Biographical Sketch from a recent NIH grant proposal, may be submitted in lieu of a curriculum vitae.

Name:

Position/Title:

Education: Begin with Baccalaureate or other initial professional education and include postdoctoral training.

INSTITUTION AND LOCATION	DEGREE	YEAR CONFERRED	FIELD OF STUDY

Research and Professional Experience: Concluding with your present position, please list, in chronological order, your three most recent professional positions.

EMPLOYER	TITLE	DATES OF EMPLOYMENT

Publications: Please list up to five recent representative publications.

1.

2.

3.

4.

5.