

Material Transfer Agreement Checklist
Not-for-profit Institutions

Name of PI (please print): _____

Institution (please print): _____

- Make two (2) copies of this checklist and the associated MTA from the Stanford University
- Include a cover letter with each copy that includes a one or two paragraph description your intended use of the plasmids and include at the end of the MTA
- On the last page of the MTA, the lab PI must sign his/her name in the space indicated by "Signature of Investigator". PLEASE NOTE - principle investigators (PI) MUST sign MTA - a PI is the person who runs the laboratory and is responsible for overseeing the activities of the lab. Graduate students, post docs, and technicians may NOT enter into an MTA agreement.
- An Authorized Institutional Official must print or type his/her name and title in the space immediately below the investigator and sign his/her name. 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.
- Mail ONE signed copy to Stanford University:

Michele P. Calos, Ph.D.
Department of Genetics, M-334
300 Pasteur Drive
Stanford University School of Medicine
Stanford, CA 94305-5120

- FAX a copy of the signed MTA to the DGRC:

Attn: Kris Klueg, Ph.D. (812) 856-9340
- Retain the faxed copy for your records.
- Once we have received the MTA signed by the PI and the institutional officer, we will enter it into our system. You will be notified by email and then will be able to place your order.
- If you find it necessary to make changes to the text of the MTA, your institution must contact Michele Calos at Stanford University directly to negotiate the changes.
- Please note that if you change universities any time after signing this agreement, you will need to file a new MTA in order to continue using the materials.

Material Transfer Agreement

Michele P. Calos, Ph.D.
Department of Genetics, M-334
300 Pasteur Drive
Stanford University School of Medicine
Stanford, CA 94305-5120
phone (650) 723-5558 FAX (650) 725-1534
e-mail calos@stanford.edu

Please type YOUR NAME AND FULL ADDRESS here

Dear (please type YOUR NAME here),

Per your request, I would like to make available to you the Biological Materials described below:

1. Description of Biological Materials:

Stanford Registry Number: S97-168

Laboratory Designation: pET11phiC31polyA

Description:

The pET11phiC31polyA plasmid is used to generate phage C31 integrase mRNA.

For the purposes of this Agreement, "Biological Materials" means (a) those described in this Section 1 above, (b) any related biological material and associated know-how and data provided by Michele Calos, Ph.D. and (c) any progeny and/or functional subunits derived by recipient there from.

2. The Biological Materials are provided for non-clinical, non-commercial research purposes. The Biological Materials are owned by Stanford University, patents have been filed, and commercial rights are licensed to companies.

3. You may not distribute or release the Biological Materials to any person or entity other than laboratory personnel under your direct supervision. You will ensure that no one will be

allowed to take or send the Biological Materials to any location other than your primary facility, unless you obtain my prior consent.

Specifically, the Biological Materials may not be transferred to a company for any purpose including research purposes, and the Biological Materials may not be transferred to another individual at the same or a different institute, including academic, medical, and research institutes. Instead, parties should contact me directly to arrange for the transfer.

4. You agree that nothing herein shall be deemed to grant any right under any patents or patent applications and you will not use the Biological Materials in research that is subject to obligations to any third party, other than obligations to the U.S. government resulting from research that is funded by the U.S. Government.
5. If you file a patent application or wish to commercialize a product which contains any portion of the Biological Materials, which is derived from the Biological Materials, or which could not have been produced but for the use of the Biological Materials, you agree to contact Stanford University through its Office of Technology Licensing (and notify me) to determine the ownership interests that Stanford University may have in such patent application or commercial product. Inventorship for such patent application or commercial product shall be determined according to U.S. Patent Law.
6. You acknowledge that the Biological Materials are experimental in nature, and they are provided without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. In no event shall Stanford University or its employees be liable for any use by you of the Biological Materials.
7. Stanford University or Michele Calos shall have the right to terminate this Agreement at any time. Upon termination, you shall immediately return to Stanford University all portions of the supplied Biological Materials.
8. In all oral presentations or written publications concerning the Biological Materials, you will acknowledge my contribution of these Biological Materials unless requested otherwise.

If you agree with the above, please sign and return a copy of this letter to me for our laboratory records, and we will send the materials to you. Please also provide your Federal Express account number if you wish us to send the DNA in that manner.

Yours sincerely,

Michele P. Calos
Department of Genetics
Stanford University School of Medicine

AGREED AND ACCEPTED
Signature of Laboratory Head

Printed Name of Laboratory Head: _____

Date: _____

Signature of Official Responsible for Technology Transfer from Requesting University or
Institute

Printed Name: _____

Title: _____

Date: _____

PLEASE PROVIDE A ONE PARAGRAPH STATEMENT OF YOUR INTENDED USE FOR
THE BIOLOGICAL MATERIALS HERE:

