



Material Transfer Agreement Checklist for Not-for-Profit Institutions

Attached is the Material Transfer Agreement (MTA) required to purchase vectors donated to the DGRC by the Carnegie Institution of Washington (hereinafter referred to as "Carnegie Science").

- An Authorized Institutional Official must sign and print or type his/her name and title on the last page of the MTA. 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. The PI must also sign to acknowledge receipt of this MTA and its terms. Electronic signatures are acceptable.
- Submit the signed MTA in pdf format to Carnegie Science via this [link](#).
- Address any questions to:

ogc@carnegiescience.edu

- Once the completed MTA is returned to you, please email the fully-executed document to:

dgrc@iu.edu

- Once DGRC has received the fully-executed MTA from you, they will enter it into their system. You will then be able to place your order from the DGRC.



Principal Investigator _____

Recipient Institution _____

Date _____

Carnegie Institution of Washington (hereinafter referred to as “Carnegie Science”) agrees to provide the Recipient Institution the materials indicated below for your research. In order to protect Carnegie Science’s proprietary rights in the materials (or portions thereof), we request an authorized official of your institution to sign, date, and return this letter agreement to us.

MATERIAL IDENTIFICATION: The materials comprise a collection of *Drosophila* expression vectors to produce epitope-tagged fusion proteins using Gateway technology. The vectors are combinations of the following:

- 4 promoters: Actin5C, Hsp70, UAS_t, UAS_p
- 7 epitopes: 3xHA, 6xMyc, 3xFLAGTM, mRFP1, EGFP, ECFP, Venus
- 1 GatewayTM attR cassette

Acceptance of the materials by the Recipient Institution confirms agreement to the following terms and conditions:

1. This agreement and the resulting transfer of materials constitute a non-exclusive license to use the materials for not-for-profit research excluding such research as funded by a for-profit institution. The materials will not be used in humans, and will be stored, used, and disposed of in accordance with applicable law. This agreement is not assignable, and the materials and their progeny may not be transferred to another party.
2. CARNEGIE SCIENCE MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE MATERIALS. THEY ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. CARNEGIE SCIENCE MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
3. Recipient Institution expressly agrees to indemnify, defend, and hold harmless Carnegie Science and its affiliated departments, trustees, officers, employees, students, and agents and the third parties listed in Section 7 and their respective affiliates, officers, directors, and employees against all claims, demands, suits, or other actions arising, directly or indirectly, from Recipient Institution’s acceptance, use, and disposal of the materials and their progeny.



4. Information relating to the material provided by Carnegie Science, is considered to be confidential in nature. Accordingly, Recipient Institution agrees not to provide this material, or progeny thereof or the information relating thereto, to third parties without first obtaining Carnegie Science's written consent. Recipient Institution further agrees to provide Carnegie Science with a copy of any proposed publication relating to this material at least thirty (30) days prior to submission for publication. Carnegie Science may request the removal from the proposed publication of any information considered confidential by Carnegie Science, and Recipient Institution agrees to honor reasonable requests. Obligations of confidentiality shall not apply to any information that: a) is or becomes publicly known through no fault of Recipient Institution; b) is already known Recipient Institution prior to disclosure by Carnegie Science; c) is independently developed by Recipient Institution without use of or reference to the confidential information of Carnegie Science; or d) is lawfully received from a third party without a restriction on disclosure.
5. Recipient Institution agrees to acknowledge the source of the material in any publications, oral or written, reporting use of the material and agrees to provide a copy of the publication describing the experimental results to Carnegie Science. Any such publications should cite the following papers:

- a. mRFP1-containing vectors: Campbell, R. E., Tour, O., Palmer, A. E., Steinbach P.A., Baird, G.S., Zacharias, D.A., and Tsien, R.Y. (2002), A monomeric red fluorescent protein. Proc. Natl. Acad. Sci. 99, 7877-7882 USA
- b. Venus-containing vectors: Nagai, T., Ibata, K., Park, E.S., Kubota, M., Mikoshiba, K., and Miyawaki, A. (2002). A variant of yellow fluorescent protein with fast and efficient maturation for cell-biological applications. Nat Biotechnol 20, 87-90.

Carnegie Science shall be permitted to use such information for its own research purposes.

6. Ownership of any intellectual property rights obtained through the use of the material shall be determined in accordance with U.S. patent law.
7. Part of the material transferred under this agreement is included with the permission of certain third parties whose permission limits use of the material to not-for-profit research purposes only and precludes further distribution or transfer to others without the prior consent of said party. The parts and parties so involved are as follows:

Part	Parties
3xFLAG™	Sigma-Aldrich
mRFP1	Howard Hughes Medical Institute and the University of California San Diego
Gateway cassette	Invitrogen Corporation
EGFP, ECFP, Venus	Invitrogen Corporation



The transfer of material under the agreement is made with the understanding that Recipient Institution has obtained permission from the Howard Hughes Medical Institute and the University of California, San Diego to use their mRFP1 epitope, if applicable.

8. These materials and/or portions thereof may only be used for expression of proteins in *Drosophila* and may not be incorporated into other vectors without the prior consent in writing of all parties with rights to the materials involved.
9. Except as may be qualified in Section 7, it is solely the responsibility of Recipient Institution to determine freedom to use this material with respect to third party patents or other rights. The receipt of this material from Carnegie Science does not represent an express or implied license to use the material under any current or future Carnegie Science patents or patent applications or under the rights of any others.

Please return this letter signed and dated by your institution's authorized official to Carnegie Science at ogc@carnegiescience.edu.

For

Recipient Institution: _____

Carnegie Science

Authorized
Official

Printed
Name

Benjamin Aderson

Title

General Counsel

Date

Acknowledged by Principal Investigator

Signed

Printed Name

Date
