








Material Transfer Agreement Checklist
Not-for-profit Institutions

Name of PI (please print): _____

Institution (please print): _____

-  Make one (1) copy of this checklist and the associated MTA from the Carnegie Institution.
-  Include a cover letter stating that this MTA applies to DNA you wish to acquire from the DGRC.
-  On page 1 of the Carnegie Institution MTA, the lab PI print sign his/her name
-  The lab PI must also date the form and state the name of the institution in the same area.
-  An Authorized Institutional Official must print or type his/her name and title in the space immediately below the investigator. 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.
-  Scan the signed MTA and cover letter to create an electronic document. 

Submit the signed electronic MTA to Carnegie Institution via this [link](#):
and address any questions to:

ogc@carnegiescience.edu

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

dgrc@indiana.edu

Once we have received the completed MTA from you, we will enter it into our system. You will then be able to place your order.



Name (Principal Investigator)

Institution

Address

Date

The Carnegie Institution of Washington (hereinafter referred to as “Carnegie Science”) agrees to provide you the materials indicated below for your research studies. 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 your institution confirms your agreement to the following 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. Your institution expressly agrees to indemnify, defend, and hold harmless Carnegie Science; its affiliated departments; and its trustees, officers, employees, students, and agents and the third parties listed in Article 7 and their respective affiliates, officers, directors, and employees against all claims, demands, suits, or other actions arising, directly or indirectly, from your institution's acceptance, use, and disposal of the materials and their progeny.

4. Information relating to this material, as provided by Carnegie Science, is considered to be confidential in nature. Accordingly, you agree not to provide this material, or progeny thereof or the information relating thereto, to third parties without first obtaining Carnegie Science's written consent. You further agree 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 and you acknowledge that Carnegie Science may request the removal from the proposed publication of any information considered confidential by Carnegie Science.

5. You agree to acknowledge the source of the material in any publications, oral or written, reporting use of the material and agree to provide a copy of the publication describing the experimental results to Carnegie Science. Any such publications should cite the following papers:

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

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 will be free 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

8. If you have requested the transfer of mRFP1 material, such transfer is made with the understanding that you have obtained permission from the Howard Hughes Medical Institute and the University of California, San Diego to use their mRFP1 epitope.

9. 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.

10. Except as may be qualified in Article 7, it is solely your responsibility 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 the original of this letter to me signed and dated by your institution's authorized official.

For:

For:

Institution Name

Carnegie Institution of Washington

Authorized Official Signature
Name: _____
Title: _____
Date: _____

Authorized Official Signature
Name: Benjamin Aderson
Title: General Counsel
Date: _____