

**American Type Culture Collection MTA Addendum  
for the  
NCI PBCF CONTRACT**



The mission of the National Cancer Institute (NCI) Office of Physical Sciences-Oncology (OPSO) is to house programs that build multi-disciplinary teams to converge the fields of physics, chemistry, mathematics and engineering to advance our understanding of human cancers and to better understand the physical and chemical forces that shape and govern the emergence and behavior of cancer at all levels. The Physical Sciences-Oncology Centers (PS-OC) Program is one initiative sponsored by the NCI OPSO that operates through Contracts with several academic institutions to advance this mission, and wishes to foster open exchange of research materials necessary to advance goals of the OPSO and the PS-OC Program. To this end, the NCI has entered into a Contract #HHSN261201000018I (hereinafter the “Contract”) with the American Type Culture Collection (ATCC) to serve as the PS-OC Network Bioresource Core Facility (PBCF). The PBCF functions as a biorepository and biodistributor to facilitate the distribution of cell lines, biospecimens and related derivative materials and standard operating procedures amongst the PS-OC Network Investigators.

*WHEREAS*, a PS-OC Network recipient institution (hereinafter a “Recipient Institution”) has signed, or is prepared to sign an ATCC Material Transfer Agreement (“MTA”, ) with the ATCC for the acquisition of cell lines and related derivative material (hereinafter “Biological Materials”) for research purposes by Recipient Institution’s PS-OC Network investigator (hereinafter ‘Recipient Investigator’);

*WHEREAS*, the parties mutually agree that the proposed use of the Biological Materials by Recipient Institution is for research purposes in accordance with the PBCF Contract;

*NOW THEREFORE*, the parties agree to this PBCF **Transfer Addendum** incorporating the following changes to the ATCC MTA to reflect more specifically the Contract requirements.

1. Grant of Rights. Subject to the terms and conditions of this Addendum, the Recipient Investigator shall have the right to make and use such Biological Materials solely for the purposes of the Contract. **Except for Biological Materials using the hTERT technology, by way of non-limiting example, ATCC® CRL-4010™ or ATCC® CRL-4023™ (and as defined on the product information sheet provided by ATCC);** this Addendum allows a Recipient Institution , with written notification to ATCC, to further transfer Modifications and Unmodified Derivatives to the recipient institutions of the PS-OC Network. Such third-party transfers to members of PS-OC Network is solely *provided*, however, that such third-party transfers are (1) for research purposes as outlined in the Contract, and (2) subject to terms of a material transfer agreement essentially consistent with the MTA and this Addendum. Except as specified above, as per the terms of the MTA, Recipient Investigator(s) may not distribute the Biological Materials for any other reason without ATCC’s prior written consent. ATCC retains all rights not expressly granted herein.
2. Record-Keeping. Recipient Investigator will keep and maintain records showing the chain of custody of all Modifications and Unmodified Derivatives received under the Contract. These records will include, but not be limited to, the following information: the name of the cell line (to include Modification and Unmodified Material) transferred; the name of the PS-OC Network Investigators; (receiving and sending the Material) and the date of transfer. Such records will be preserved for at least five (5) years after the date of the termination of this Addendum. The record will be provided

annually to the NCI COTR who will compile the records from each PS-OC Network Investigator and will provide a comprehensive annual report to ATCC.

3. Terms and Conditions. The Recipient Institution will comply with the terms and conditions of this Addendum and MTA. Recipient Investigators, in accordance with the terms of the Contract, may deposit modifications and derivative materials that originate from the Biological Material with the ATCC for further distribution to other PS-OC Network Investigators. ATCC, in accordance with the terms of the Contract, may further distribute these modifications and derivative materials to other PS-OC Network Investigators.
4. Acquisition of Biological Materials. In accordance with the Contract, ATCC shall not charge Recipient Institution for the purchase of the Biological Materials. However, ATCC is free to request payment for shipping and handling charges associated with the transfer.
5. Term and Termination. Unless earlier terminated under this Section 5, this Addendum will remain in full force and effect until September 23, 2016. The Recipient Institution may terminate this Addendum at any time upon sixty (60) days written notice to ATCC. In the event of a breach of this Addendum by the Recipient Institution, ATCC will be entitled to terminate this Addendum and require the Recipient Investigator to cease all use and destroy all stocks of the Biological Materials and to provide ATCC with written notice of such fact. Upon termination of this Addendum for any other reason, Recipient Investigator will cease all use of Biological Materials pursuant to this Addendum and shall provide ATCC with written notification of that fact. The exercise by any party of any remedy under this Addendum will be without prejudice to its other remedies under this Addendum or otherwise. The parties acknowledge that any breach by the Recipient Institution of its obligations hereunder may result in irreparable harm to ATCC for which no adequate remedy exists at law, and that ATCC therefore shall be entitled to seek injunctive relief to enforce its rights under this Addendum.

This Addendum incorporates by reference the terms and conditions of the MTA to the extent not expressly modified herein. In the event of any conflict between the terms of this Addendum and the terms of the MTA, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date:

American Type Culture Collection

\_\_\_\_\_

PS-OC Recipient Institution

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Matthew B. Klusas

Printed Name: \_\_\_\_\_

Title: Director, Corporate Development

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Read and Understood by  
Recipient Investigator

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_