Standard Terms and Conditions for The Johns Hopkins University
Material Transfer Agreements

The language below serves as a template for developing agreements with Johns Hopkins University:

1. **Publication**

   “Investigators will have the right to publish and disclose the results of the Research. In order to balance this right with Provider's proprietary interests, investigators will submit any and all proposed disclosures to Provider for its review at least thirty (30) days prior to the scheduled disclosure of the results to any third party (including, without limitation, to any journal for review). Provider will complete its review within thirty (30) days of receipt of the submitted documents. Provider may request that investigators delete from the documents any reference to Provider's Confidential Information. If, during its thirty (30) day review period, Provider notifies JHU and/or investigators that it desires to file patent applications on any inventions disclosed in the documents, investigators will defer publication/disclosure for up to sixty (60) additional days from the date of submission of the document to Provider.”

2. **Definition of “Materials”**

   "Materials" means the provided materials and any Progeny and Unmodified Derivatives thereof. Progeny is an unmodified descendant from the provided materials, such as virus from virus, cell from cell, or organism from organism. Unmodified Derivatives are substances created by the investigator which constitute an unmodified functional subunit or product expressed by the provided materials, such as sub clones of unmodified cell lines, purified or fractionated subsets of the provided materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line. Materials shall not include: (a) Modifications or (b) other substances created by the investigator through the use of the Materials which are not Modifications, Progeny, or Unmodified Derivatives. Modifications are materials made by the investigator which contain/incorporate the Materials.

3. **Licensing**

   “JHU and investigators agree to grant to Provider (a) a non-exclusive, royalty-free license to inventions for internal research purposes and (b) an exclusive option to obtain an exclusive, royalty-bearing license to any and all of JHU's and investigators' interests in the inventions with the right to grant sublicenses. The parties agree to negotiate in good faith the commercially reasonable terms and conditions of such an exclusive license, or any such royalty payments, that may arise out of this Agreement. Provider shall exercise its (a) right and (b) exclusive option by notifying JHU and investigators in writing of those inventions that Provider intends to license within ninety (90) days of Provider's receipt of a report or manuscript describing such inventions. Any such license will be subject to (i) rights retained by the United States government in accordance with 35 USC sections 200-212, 37 CFR section 401, and JHU's obligations regarding the NIH guidelines for Obtaining and Disseminating
Biomedical Research Resources, when research is funded by the U. S. government, including, but not limited to, the obligation to ensure that research tools will be available to the academic research community on reasonable terms, and (ii) the retained right of JHU to make, have made, provide and use for its and The Johns Hopkins Health Systems' internal purposes.”

4. Patent Prosecution

“Any patent applications necessary to protect the proprietary positions of the parties in any of the inventions may be prepared and filed by JHU and/or investigators (jointly in Provider's and JHU'S/investigators’ names, if jointly invented, with expenses shared equally by Provider and JHU and/or investigators; solely in JHU's and/or investigators' name, if solely invented, with expenses paid by JHU and/or investigators). If JHU and/or investigators elect not to file or maintain an application or patent arising from any invention, JHU and/or investigators shall promptly notify Provider, and Provider shall have the right to file or maintain the applications or patents, at Provider's expense. Any such patent applications will be subject to any third party rights, including, but not limited to, those rights retained by the U. S. government and/or other sponsors of the Research. Inventorship will be determined according to U. S. patent law, with ownership to follow inventorship”.

5. Confidential Information

“Confidential Information shall mean proprietary and confidential information of the Provider which is related to the Materials and is provided to JHU and indicated as confidential or proprietary at the time of disclosure or in the case of oral disclosures, indicated in writing within thirty (30) days of disclosure.”

Confidential Information shall not include information which:

a) was in JHU's possession prior to receipt from Provider;
b) was in the public domain at the time of receipt from Provider;
c) becomes part of the public domain through no fault of JHU;
d) was lawfully received by JHU from a third party having a right to disclose it to JHU;
e) is subsequently and independently developed by employees of JHU who had no knowledge of the Confidential Information disclosed; or
f) is required by law to be disclosed.

“JHU agrees that Confidential Information shall be used solely for the research with the Materials and that the Confidential Information will not be disclosed to anyone except those employees of JHU working under the direct supervision of the Recipient Scientist who have a need to know for the purposes of the research utilizing the Materials and who are bound by the terms of this agreement as an employee of JHU.”

“JHU's obligations with respect to Confidential Information as set forth in this Paragraph shall remain in effect for a period of five (5) years following the Effective Date of this Agreement.”

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6. **Data**

“JHU agrees to provide the Provider with a summary of any data resulting from the use of the Materials (the "Data"). JHU shall own all Data. The Provider agrees to use the Data solely for research and regulatory purposes, and not to use the Data in support of a patent application without JHU’s prior knowledge and only after the JHU has reviewed the application and had the ability to assert any claims to inventorship. The Provider also agrees not to use the Data for any marketing or promotional purposes without the JHU’s prior written approval.”

7. **Use of Name**

“Neither party shall use the name of the other or any contraction or derivative thereof or the names( s) of the other party’s faculty members, employees, or students, as applicable, in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.”

8. **Indemnification**

“To the extent permitted under governing law, JHU will indemnify and hold Provider harmless from any claims or liability resulting from JHU’s and investigators’ use of the Materials, except insofar as such claims or liability result from Provider’s gross negligence or willful misconduct.”