



Material Transfer Agreement for Specimens from MTN Clinical Studies

1. The availability of specimens is determined solely by the Microbicide Trials Network (MTN) Executive Committee (EC). All specimens used by outside collaborators remain the property of the MTN. The specimens cannot be sold, distributed or otherwise made available to any other party for any other purpose.
2. MTN makes no warranty, express or implied, as to the fitness of these specimens. The specimens will be used in compliance with all applicable statutes including biosafety and US National Institutes of Health (NIH) guidelines on the use of animals or recombinant DNA. MTN takes no responsibility for any damages or injuries arising from the acquisition, use, storage or disposal of these specimens.
3. MTN will provide the outside collaborator with detailed invoice(s) stating the costs involved in the transfer of these specimens. Failure to fulfill financial obligations for the transfer of specimens will result in the termination of this agreement.
4. All specimens provided by MTN are to be used for research purposes only, in the outside collaborator's laboratory only, and only as authorized. The specimens will be used in compliance with all applicable statutes and regulations, including NIH guidelines on the use of animals or recombinant DNA. The specimens are for in vitro investigational use only, not for human use. No specimens, or provided reagents or materials derived from the specimens (for example, virus strains, T-cell clones derived from MTN volunteers), are to be allowed to come into the possession of any other person except those individuals engaged in research under the direct supervision of the approved Outside Collaborator unless written exceptions are granted by the MTN. All data collected in any collaborative study involving MTN specimens are covered by the Privacy Act.
5. Specimens provided by MTN are not to be used in the manufacture, marketing or licensing of any commercial product unless written exceptions are granted by the MTN participant institutions.
6. Outside collaborators receiving specimens from MTN clinical trials must provide a timely report of the results of testing/analysis performed, irrespective of the positive or negative nature of the findings.
7. If and when sufficient data are available for publication, outside collaborators will be expected to adhere to the authorship guidelines of MTN as follows: (i) all collaborative study publications must acknowledge the MTN, or in those circumstances where a considerable contribution has been made by MTN, include MTN investigators as co-authors; (ii) collaborative studies will not be published prior to the core manuscript without Protocol Team approval; and (iii) all collaborative study manuscripts will be reviewed by the corresponding MTN Protocol Team under which the specimens were collected and by the MTN Manuscript Review Committee (MRC), as required under the MTN Publication Policy.
8. This Agreement shall terminate one year from the date on which it was signed unless terminated or extended through prior written agreement of the parties. Either party may terminate this agreement prior to the expiration of the designated term by giving 60 days written notice to the other. The obligations of Recipient hereunder shall survive termination. Upon termination and at the discretion of the MTN EC, the materials shall be either returned to MTN or destroyed.



I have read this statement and agree to fulfill the responsibilities defined above.

Signature of Recipient Investigator:

Typed or printed name:

Institution:

Date:

Signature of MTN EC Representative:

Typed or printed name:

Institution:

Date:
