The University of Texas System
Master Material Transfer Agreement

Preamble

This University of Texas System Master Material Transfer Agreement (this “UT System Master MTA”) is effective July 1, 2018 (“Effective Date”) and is entered into by and among the following member institutions of The University of Texas System (“UT System”):

The University of Texas at Arlington
The University of Texas at Austin
The University of Texas at El Paso
The University of Texas at Dallas
The University of Texas at Permian Basin
The University of Texas at Tyler
The University of Texas at San Antonio
The University of Texas Rio Grande Valley
The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at San Antonio
The University of Texas Health Science Center at Tyler
The University of Texas M. D. Anderson Cancer Center
The University of Texas Southwestern Medical Center
The University of Texas Medical Branch at Galveston;

Each referred to as Institution and collectively, Institutions. See Exhibit A for contact information for each Institution (as used in each Implementing Letter (defined below).

Recitals

A. Each Institution desires to streamline the transfer of MATERIALS (defined below) between RECIPIENT SCIENTIST (defined below) and PROVIDER SCIENTIST (defined below).

B. MATERIALS can readily and efficiently be transferred between Institutions by issuing individual MTA Implementing Letters (“Implementing Letter”), substantially in the form of Exhibit B (attached hereto). Each fully executed Implementing Letter will be subject to the terms and conditions of this UT System Master MTA. No Institution is obligated to use this UT System Master MTA for the transfer of MATERIAL.

C. Each Institution wishes to enter into this UT System Master MTA in furtherance of its research mission.

Now therefore, upon execution of this UT System Master MTA, each Institution agrees as follows.
1. Definitions:

1.1. **PROVIDER**: Institution providing the ORIGINAL MATERIAL. The name and address of PROVIDER will be specified in the Implementing Letter.

1.2. **PROVIDER SCIENTIST**: Scientist at PROVIDER actually providing ORIGINAL MATERIAL. The name and title of PROVIDER SCIENTIST will be specified in the Implementing Letter.

1.3. **RECIPIENT**: Institution receiving the ORIGINAL MATERIAL. The name and address of RECIPIENT will be specified in the Implementing Letter.

1.4. **RECIPIENT SCIENTIST**: Scientist at RECIPIENT actually receiving ORIGINAL MATERIAL. The name and title of RECIPIENT SCIENTIST will be specified in the Implementing Letter.

1.5. **ORIGINAL MATERIAL**: The MATERIAL being transferred by PROVIDER SCIENTIST to RECIPIENT SCIENTIST and as described in the Implementing Letter.

1.6. **MATERIAL**: MATERIAL includes ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. MATERIAL does not include: (a) MODIFICATIONS; or (b) other substances created by RECIPIENT through the use of MATERIAL that are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

1.7. **PROGENY**: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

1.8. **UNMODIFIED DERIVATIVES**: Substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

1.9. **MODIFICATIONS**: Substances created by RECIPIENT that contain/incorporate the MATERIAL.

1.10. **COMMERCIAL PURPOSES**: The sale, lease, license, or other transfer of MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES includes uses of MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. Industrial sponsored academic research is not a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.
1.11. **NONPROFIT ORGANIZATION(S):** A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

2. Terms and Conditions of this UT System MTA:

2.1. PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2.2. RECIPIENT retains ownership of: (a) MODIFICATIONS (except that PROVIDER retains ownership rights to the MATERIAL included therein); and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). Joint ownership may be negotiated.

2.3. RECIPIENT agrees that the MATERIAL:

(a) is to be used solely for teaching and academic research purposes;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of PROVIDER;

(c) is to be used only at RECIPIENT and only in RECIPIENT SCIENTIST’s laboratory under the direction of RECIPIENT SCIENTIST or others working under RECIPIENT SCIENTIST’s direct supervision; and

(d) will not be transferred to anyone else within RECIPIENT without the prior written consent of PROVIDER.

2.4. RECIPIENT agrees to refer to PROVIDER any request for the MATERIAL from anyone other than those persons working under RECIPIENT SCIENTIST’s direct supervision. To the extent supplies are available, PROVIDER agrees to make the MATERIAL available under: (a) a separate Implementing Letter; or (b) a separate agreement having terms consistent with the terms of this UT System Master MTA, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate RECIPIENT SCIENTIST’s research; provided that in each such case the other proposed recipients reimburse PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

2.5. Transferring MATERIALS to a NONPROFIT ORGANIZATION(S) that is not an Institution:
(a) RECIPIENT and/or RECIPIENT SCIENTIST may, without restriction, distribute substances created by RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

(b) Under a separate agreement at least as protective of PROVIDER's rights as this UT System Master MTA, RECIPIENT may distribute MODIFICATIONS to a NONPROFIT ORGANIZATION for research and teaching purposes only.

(c) Without written consent from PROVIDER, RECIPIENT and/or RECIPIENT SCIENTIST may not provide or use MODIFICATIONS for COMMERCIAL PURPOSES. RECIPIENT recognizes that such COMMERCIAL PURPOSES may require a commercial license from PROVIDER and PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, prevents RECIPIENT from granting a commercial license to RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

2.6. RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this UT System Master MTA, no express or implied licenses or other rights are provided to RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of PROVIDER, including any altered forms of the MATERIAL made by PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of PROVIDER for COMMERCIAL PURPOSES.

2.7. If RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, RECIPIENT will, in advance of such use or license, negotiate in good faith with PROVIDER to establish the terms of a commercial license. RECIPIENT understands that PROVIDER has no obligation to grant such a license to RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

2.8. RECIPIENT may file patent application(s) claiming inventions made by RECIPIENT through the use of the MATERIAL and will notify PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

2.9. Any MATERIAL delivered pursuant to this UT System Master MTA is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
2.10. To the extent authorized by the constitution and laws of the State of Texas, RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of PROVIDER.

2.11. This UT System Master MTA shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. RECIPIENT SCIENTIST will provide appropriate acknowledgement of the source of the MATERIAL in all such publications.

2.12. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

2.13. This UT System Master MTA shall become effective on the Effective Date and continue for a term ending July 1, 2025. This UT System Master MTA may be extended by written agreement signed by the Institutions. Termination or expiration of an Implementing Letter shall not cause this UT System Master MTA to terminate or expire. An Implementing Letter will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogs or public depositories; or (b) on completion of RECIPIENT's current research with the MATERIAL; or (c) on thirty (30) days written notice by either RECIPIENT or PROVIDER to the other party; or (d) on the date specified in an Implementing Letter, provided that:

(i) if termination should occur under subsection 2.13(a) above, RECIPIENT will be bound by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

(ii) if termination should occur under subsections 2.13(b) or (d) above, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of PROVIDER, return or destroy any remaining MATERIAL. RECIPIENT, at its sole discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this UT System Master MTA as they apply to MODIFICATIONS; and

(iii) if termination should occur under subsections 2.13(c) above other than for breach of this UT System Master MTA or for cause such as an imminent health risk or patent infringement, PROVIDER will defer the effective date of termination for a period of up to one year upon written request from RECIPIENT to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of PROVIDER, return or destroy any remaining MATERIAL. RECIPIENT, at its discretion, will also destroy the MODIFICATIONS or remain bound by the terms of this UT System Master MTA as they apply to MODIFICATIONS.
2.14. Paragraphs 2.6, 2.9, and 2.10 will survive termination.

Signatures on next page.
IN WITNESS WHEREOF, the parties have caused this UT System Master MTA to be executed by their duly authorized representatives.

THE UNIVERSITY OF TEXAS
AT ARLINGTON

By: ______________
Name: ____________, Jeremy Forsberg
Title: ______________
Date: ______________

THE UNIVERSITY OF TEXAS
AT AUSTIN

By: ______________
Name: ____________
Title: ______________
Date: ______________

THE UNIVERSITY OF TEXAS
AT DALLAS

By: ______________
Name: ____________
Title: ______________
Date: ______________

THE UNIVERSITY OF TEXAS
AT EL PASO

By: ______________
Name: ____________
Title: ______________
Date: ______________

THE UNIVERSITY OF TEXAS
AT PERMIAN BASIN

By: ______________
Name: ____________
Title: ______________
Date: ______________

THE UNIVERSITY OF TEXAS
AT RIO GRANDE VALLEY

By: ______________
Name: ____________
Title: ______________
Date: ______________
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AT ARLINGTON

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Title: _________________________
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THE UNIVERSITY OF TEXAS
AT AUSTIN

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

THE UNIVERSITY OF TEXAS
AT DALLAS

By: Brent Schultze
Name: Brent Schultze
Title: Director, Office of Technology Commercialization
Date: 7/6/2018

THE UNIVERSITY OF TEXAS
AT EL PASO

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

THE UNIVERSITY OF TEXAS
AT PERMIAN BASIN

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THE UNIVERSITY OF TEXAS
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THE UNIVERSITY OF TEXAS
AT EL PASO

By: ____________________________
Name: Roberto A. Osegueda, Ph.D.
Title: Vice President for Research
Date: 7/5/18

THE UNIVERSITY OF TEXAS
AT PERMIAN BASIN

By: ____________________________
Name: __________________________
Title: __________________________
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THE UNIVERSITY OF TEXAS
AT RIO GRANDE VALLEY

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<td><strong>Name:</strong> Sandra D. Garcia</td>
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<tr>
<td><strong>Title:</strong> Assistant VP for Research &amp; Dean of GS</td>
<td><strong>Title:</strong></td>
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<td>Name:</td>
<td>Name: Ford, S. Grewal, Ph.D.</td>
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<tr>
<td>Title:</td>
<td>Executive VP for Research, Graduate Studies, &amp; New Program Develop.</td>
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By: ____________________________
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Title: ____________________________
Date: ____________________________

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON

By: ____________________________
Name: __________________________
Title: ____________________________
Date: ____________________________

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
SAN ANTONIO

By: Chris G. Green, CPA
Name: __________________________
Title: Sr. Director, Office of Sponsored Programs
Date: 7-10-18

THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER

By: ____________________________
Name: __________________________
Title: ____________________________
Date: ____________________________
THE UNIVERSITY OF TEXAS
AT SAN ANTONIO

By: _________________________
Name: _______________________
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THE UNIVERSITY OF TEXAS
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Name: _______________________
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Title: _______________________

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER

By: _________________________
Name: David Anderson
Date: 2/10/18
Title: Director, Sponsored Programs

THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER

By: _________________________
Name: _______________________
Date: _______________________
Title: _______________________

UT System Master MTA
Effective until April 1, 2025
OGC # 162080

Page 8
THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: [Signature]
Name: Carolee A. King, JD
Title: Senior Vice President &
       General Counsel
Date: 8/8/18

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: _______________________
Name: _____________________
Title: _____________________
Date: _____________________
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: 

Name: 

Title: 

Date: 

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: Frank Grassler, J.D.

Name: Frank Grassler, J.D.

Title: Vice President for Technology Development

Date: 7/31/18
# EXHIBIT A
Administrative Contact Person and Address for Each Signatory Institution

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<tr>
<th>Institution</th>
<th>Contact Person (s)</th>
<th>Address</th>
<th>Phone</th>
<th>Email Address</th>
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<tr>
<td>The University of Texas at Arlington</td>
<td>Jeremy Forsberg</td>
<td>PO Box 19145, Arlington, TX 76019-0145</td>
<td>817-272-2105</td>
<td><a href="mailto:ogcs@uta.edu">ogcs@uta.edu</a></td>
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<td></td>
<td>Daniel Vincenzo</td>
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<td>Office of Research Administration</td>
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<td>Mark Featherston</td>
<td>3925 West Braker Lane, Bldg. 156, Suite 3.340, Austin, TX 78759-5316</td>
<td>512-232-6087</td>
<td><a href="mailto:mark.featherston@utexas.edu">mark.featherston@utexas.edu</a></td>
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<tr>
<td>The University of Texas at Dallas</td>
<td>Brian Scott</td>
<td>800 West Campbell Rd., Richardson, TX 75080</td>
<td>972-883-4552</td>
<td><a href="mailto:brian.scott@utdallas.edu">brian.scott@utdallas.edu</a></td>
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<tr>
<td></td>
<td>Office of Technology Commercialization</td>
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<tr>
<td>The University of Texas – Permian Basin</td>
<td>Sandra D. Garcia</td>
<td>4901 E. University Blvd., Mesa Building 1208, Odessa, TX 79762</td>
<td>432-552-2530</td>
<td><a href="mailto:Garcia_s@utzpb.edu">Garcia_s@utzpb.edu</a></td>
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<td>Office of Sponsored Programs Research, Graduate Studies &amp; Research</td>
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<td>The University of Texas Rio Grande Valley</td>
<td>Glorimar Colón</td>
<td>1201 West University Drive, Edinburg, TX 78539</td>
<td>956-665-3008</td>
<td><a href="mailto:glorimar.colon@utrgv.edu">glorimar.colon@utrgv.edu</a></td>
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<td>Research Liaison Officer</td>
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<td>Fernando Gonzalez</td>
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<td>Director Technology Commercialization</td>
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<td>The University of Texas at San Antonio</td>
<td>Jessica Fernandez</td>
<td>3900 University Blvd, Tyler, TX 75799</td>
<td>903-565-5670</td>
<td><a href="mailto:creichard@uttyler.edu">creichard@uttyler.edu</a></td>
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<td>The University of Texas Health Science Center at Houston</td>
<td>The University of Texas Health Science Center at San Antonio</td>
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<tr>
<td>Valerie Bomben</td>
<td>Chris G. Green</td>
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<tr>
<td>John Nelson</td>
<td>Rae Schofield</td>
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<tr>
<td>Office of Sponsored Projects Administration</td>
<td>Office of Sponsored Programs</td>
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<tr>
<td>Fannin Street, UCT1002</td>
<td>7703 Floyd Curl Dr, Mail Code 7828</td>
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<tr>
<td>Houston, TX 77030</td>
<td>San Antonio, TX 78229-3900</td>
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<tr>
<td>Email: <a href="mailto:Valerie.C.Bomben@uth.tmc.edu">Valerie.C.Bomben@uth.tmc.edu</a></td>
<td>Email: <a href="mailto:contracts@uthscsa.edu">contracts@uthscsa.edu</a></td>
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<tr>
<td>Phone: 713-500-3174</td>
<td>Phone: 210-567-2340</td>
<td></td>
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<tr>
<td>Email: <a href="mailto:john.nelson@uth.tmc.edu">john.nelson@uth.tmc.edu</a></td>
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<td>Phone: 713-500-3043</td>
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<td><strong>Overnight address is:</strong></td>
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<td>7000 Fannin Street, Suite UCT 1007-2</td>
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<td>Houston, TX 77030</td>
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<thead>
<tr>
<th>The University of Texas Health Science Center at Tyler</th>
<th>The University of Texas M. D. Anderson Cancer Center</th>
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<tbody>
<tr>
<td>David Anderson</td>
<td>Associate Vice President, Research Administration</td>
</tr>
<tr>
<td>Director, Office of Pre-Award Services</td>
<td>1515 Holcombe Blvd. – Unit 1676</td>
</tr>
<tr>
<td>11937 U.S. Hwy. 271</td>
<td>Houston, TX 77030-3907</td>
</tr>
<tr>
<td>Tyler, TX 75708-3154</td>
<td>Email: <a href="mailto:materialtransferagreements@mdanderson.org">materialtransferagreements@mdanderson.org</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:david.anderson@uthct.edu">david.anderson@uthct.edu</a></td>
<td>Phone: 713-563-3886</td>
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<tr>
<td>Phone: 903-877-7486</td>
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<tr>
<th>The University of Texas Medical Branch at Galveston</th>
<th>The University of Texas Southwestern Medical Center</th>
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<tr>
<td>Frances Streeter</td>
<td>The Office for Technology Development</td>
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<tr>
<td>Legal Officer</td>
<td>Cooperative Research</td>
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<tr>
<td>Office of Technology Transfer</td>
<td>5323 Harry Hines Blvd.</td>
</tr>
<tr>
<td>301 University Blvd.</td>
<td>Dallas, TX 75390-9105</td>
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<tr>
<td>Galveston, TX 77555-0376</td>
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<tr>
<td>Email: <a href="mailto:frstreet@utmb.edu">frstreet@utmb.edu</a></td>
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<td>Phone: 409-772-0376</td>
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EXHIBIT B
MTA Implementing Letter

This MTA Implementing Letter ("Implementing Letter") is issued on ________, 20XX (Implementing Letter Effective Date) and is pursuant to that certain University of Texas System Master Material Transfer Agreement dated effective of July 1, 2018, made and entered into among The University of Texas System Institutions identified therein (the "UT System Master MTA"). The purpose of this Implementing Letter is to:

(i) provide a record of the transfer of research material transferred between PROVIDER SCIENTIST and RECIPIENT SCIENTIST;

(ii) memorialize the agreement between PROVIDER and RECIPIENT to abide by all terms and conditions of the UT System Master MTA with respect to the ORIGINAL MATERIAL described in this Implementing Letter; and

(iii) certify that RECIPIENT (identified below) has accepted and signed a HEREEE copy of the UT System Master MTA.

Capitalized terms have the meaning assigned in the UT System Master MTA.

Please complete all blank lines (if applicable) below:

1. PROVIDER:
   Institution Name:
   Address:

2. PROVIDER SCIENTIST:
   Provider Scientist Name and Title:

3. RECIPIENT: Institution receiving the ORIGINAL MATERIAL:
   Institution Name:
   Address:

4. RECIPIENT SCIENTIST:
   Recipient Scientist Name and Title:

5. ORIGINAL MATERIAL (Enter Name and Description):

6. OPTIONAL: Handling and Storage Restrictions for ORIGINAL MATERIAL:
7. If box is checked, this Implementing Letter is also subject to additional terms set forth on the attached Appendix 1.

8. In the event of a conflict between any specific terms or conditions in the UT System Master MTA and Appendix 1, Appendix 1 will govern.

This Implementing Letter is effective when signed by all parties. The Institutions executing this Implementing Letter certify that they have accepted and signed an unmodified copy of the UT System Master MTA, and specifically agree to be bound by its terms, for the transfer specified above.

**RECIPIENT**

Name:  
Title:  
Date  

**PROVIDER**

Name:  
Title:  
Date  

Read and Understood:

**RECIPIENT SCIENTIST**

Name:  
Title:  
Date  

 UT System Master MTA  
Effective until July 1, 2025  
OGC # 162080
Appendix 1
Additional Terms

If checked, the following terms apply:

☐ This Implementing Letter shall terminate on __________. Upon termination, RECIPIENT will either destroy any remaining MATERIAL or return it to PROVIDER, as directed by PROVIDER.

☐ RECIPIENT will pay a transmittal fee of $________ to PROVIDER for preparation and transfer costs.

☐ RECIPIENT SCIENTIST intends to use the MATERIAL for purposes described below:

☐ To the extent permitted by law, RECIPIENT agrees to treat in confidence, for a period of three (3) years from the date of the Implementing Letter, any of PROVIDER’S written information about the MATERIAL that is marked "Confidential" ("Confidential Information"). Any oral disclosures from PROVIDER to RECIPIENT will be identified as being Confidential Information by notice delivered to RECIPIENT within ten (10) days after the date of the oral disclosure. Confidential Information does not include information that:

a. has been published or is otherwise publicly available at the time of disclosure to RECIPIENT;

b. was in the possession of or was readily available to RECIPIENT without being subject to a confidentiality obligation from another source prior to the disclosure;

c. has become publicly known, by publication or otherwise, not due to any unauthorized act of RECIPIENT;

d. RECIPIENT can demonstrate it developed independently, or acquired without reference to or reliance upon Confidential Information; or

e. is required to be disclosed by law, regulation, or court order.

☐ Additional binding terms: