MATERIAL TRANSFER AGREEMENT

FOR COVID-19 GENOMICS PROTOCOL

The National Cancer Institute, National Human Genome Research Institute, and National Institute of Allergy and Infectious Disease, institutes of the National Institutes of Health, are conducting a prospective study to explore the genetic contributions to severity of disease among people who are infected with the novel coronavirus SARS-CoV-2. Coded samples with accompanying de-identified data will be accepted from collaborating institutions for genomic analyses, and samples will be stored and may be further distributed for future COVID-19 research.

This Material Transfer Agreement ("Agreement") is between the National Cancer Institute (“RECIPIENT”) and the organization listed below (“PROVIDER”) and will become effective on the date of the last authorized signature below. Under this Agreement, PROVIDER will transfer to RECIPIENT the following human specimens: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* with accompanying de-identified human data, if any (collectively “MATERIAL”).

RECIPIENT and PROVIDER agree as follows:

1. The above MATERIAL is made available for research on COVID-19, the novel coronavirus, 2019-nCoV, or related topics.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. The MATERIAL may be further distributed by RECIPIENT for the purpose described above in Article 1 under terms no more restrictive than this Agreement.

4. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any public disclosures reporting use of the MATERIAL, including any publicly available deposit of genetic sequence data from the MATERIAL.

5. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE 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.

6. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

7. The PROVIDER represents that the MATERIAL has been collected from human subjects in accordance with applicable laws and regulations. PROVIDER will provide coded specimens and de-identified data which will not include patient identifying information. RECIPIENT agrees to comply with all applicable statutes, regulations and ethical requirements to protect the identity and privacy of human subjects from whom the MATERIAL was collected.

**Signatures Begin on the Next Page**

The PROVIDER and RECIPIENT will sign this Agreement and the PROVIDER will then send the MATERIAL.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

PROVIDER Scientist:

PROVIDER Organization:

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Signature of Authorized Official Date

Name:

Title:

Address for Notices:

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

RECIPIENT Scientist: Dr. Stephen Chanock

RECIPIENT Organization: National Cancer Institute (“NCI”)

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Signature of Authorized Official Date

Name: Lisa D. Finkelstein, Ph.D.

Title: Supervisory Technology Transfer Manager

Address for Notices:

Technology Transfer Center, NCI

9609 Medical Center Drive

Rm 1E530

Rockville, MD 20850-9702