emphasize a fair allocation of rights between the Provider and the Recipient and had to draw lines especially in the definitions of Modifications and Commercial Purposes. The use of the UBMTA over time will ultimately determine whether the right decisions were made.

The Association of University Technology Managers ("AUTM") will be providing assistance in implementation of the UBMTA among its members and nonprofit organizations by notifying members of its availability in its newsletter, providing signature copies of the agreement at its annual meeting, assisting with training regarding material transfers, and maintaining a master list of signatories to the UBMTA. We anticipate that the master list of signatories will be published in the Federal Register annually. In order for AUTM to compile a master list of signatories, organizations should return an executed copy of the **UBMTA Master Agreement to: The** UBMTA Project, AUTM Headquarters, 71 East Avenue, Suite S, Norwalk, CT 06851-4903. A read only version of the signatory list will be made available on the Internet. A copy of this announcement also will be appearing in the NIH Guide For Grants and Contracts.

Complete texts of the final version of the UBMTA, the Implementing Letter, and the Simple Letter Agreement follow in the Appendix.

Dated: February 18, 1995.

Barbara M. McGarey,

Deputy Director, Office of Technology Transfer.

Appendix—Master Agreement Regarding Use of the Uniform Biological Material Transfer Agreement March 8, 1995

Upon execution of an Implementing Letter in the form attached which specifies the materials to be transferred, this organization agrees to be bound by the terms of the attached Uniform Biological Material Transfer Agreement ("UBMTA") published in the **Federal Register** on March 8, 1995.

Attachments: UBMTA Implementing Letter
Organization:
Address:
Authorized Official:
Title:
Signature:
Date:

Please return an executed copy of this Master Agreement to: The UBMTA Project, Association of University Technology Managers (AUTM), 71 East Avenue, Suite S, Norwalk, CT 06851–4903. AUTM will be maintaining signed originals and the official list of signatory organizations.

The Uniform Biological Material Transfer Agreement

March 8, 1995

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an

implementing letter.

- 6. MATERIAL: ORIGINAL
 MATERIAL, PROGENY, and
 UNMODIFIED DERIVATIVES. The
 MATERIAL shall not include: (a)
 MODIFICATIONS, or (b) other
 substances created by the RECIPIENT
 through the use of the MATERIAL
 which are not MODIFICATIONS,
 PROGENY, or UNMODIFIED
 DERIVATIVES.
- 7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
- 8. UNMODIFIED DERIVATIVES:
 Substances created by the 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 the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL

10. COMMÉRCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the 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. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES *per se*, unless any of the above conditions of this definition are met.

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.

II. Terms and Conditions of this Agreement

- 1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.
- 2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the 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). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.
- 3. The RECIPIENT and the RECIPIENT SCIENTIST agree 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 the PROVIDER;
- (c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and
- (d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
- 4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the