

# **Material Transfer Agreement for the NIH Molecular Libraries Screening Centers Network (MLSCN) of the National Institutes of Health (NIH) Roadmap Molecular Libraries and Imaging Initiative**

## Background Information

*The NIH Roadmap Molecular Libraries and Imaging Initiative is a research program designed to develop small organic molecules that can be used as chemical probes to study the functions of genes, cells, and biochemical pathways, thereby providing new ways to explore the functions of major components of cells in health and disease (<http://nihroadmap.nih.gov/molecularlibraries/>). Through this Initiative's Molecular Libraries Screening Center Network (MLSCN), which is comprised of a network of 10 laboratories, biomedical researchers will have access to resources including: annotated information for compounds in the Small Molecule Repository (SMR) that are active in biological assays, assay automation and high-throughput screening, and synthetic chemistry capabilities that can be applied to the discovery and development of innovative chemical tools for use in biological research and as chemical platforms for therapeutics development outside of the MLSCN. The SMR will serve as a repository for selected small molecules (e.g., chemical compounds, biological materials, etc.) for use in the RESEARCH ACTIVITIES OF THE MLSCN. The MLSCN centers ("CENTERS") will use and further refine innovative, HTS-ready assays solicited from the research community through the scientific peer review process (<http://grants.nih.gov/grants/guide/pa-files/PAR-06-259.html>), screen a large number of molecules maintained in the SMR to identify compounds ("hits") that are active in the assay, and perform optimization chemistry to develop the hits into useful in vitro or in vivo chemical probes of the targets or phenotypes studied in the assays. The overall coordination and management of the activities funded by the NIH and carried out by the CENTERS, as well as the development, implementation and approval of data release, data sharing, intellectual property and all other policies, is the responsibility of the MLSCN Project Team ("MLSCN PT").*

*Structure information for all compounds in the SMR and all data generated by the CENTERS, which will include but will not be limited to: assay descriptions, protocols, and/or links to published assays used and/or refined in the CENTERS; performance data for assays and compounds; primary data from HTS and data generated in the secondary screen (e.g., EC50s, IC50s, AC50s, counter screens); chemical structures, synthesis protocols, and/or links to published synthesis protocols for chemical analogs of hits, for probes, and the biological activity of analogues and probes, will be deposited promptly upon data verification into PubChem (<http://pubchem.ncbi.nlm.nih.gov/>), a public database, where they will be available to all researchers, in both the public and private sectors, for further use in studying biology and disease.*

## Definitions

*The MLSCN Project Team ("MLSCN PT") means the group of NIH personnel designated to manage and coordinate the activities of the MLSCN Centers that received funding under RFA 04-017; the MLSCN PT also makes final decisions concerning the distribution of MATERIAL to the CENTER(S).*

*The MLSCN is comprised of a network of centers ("CENTER(S)") consisting of the NIH Chemical Genomics Center and extramurally funded centers (<http://nihroadmap.nih.gov/molecularlibraries/fundedresearch.asp>).*

*The SMR, which is run through a contract under NIMH, serves as the central compound repository for the MLSCN and will acquire, store, maintain, and distribute the compound library to the MLSCN.*

*RESEARCH MATERIAL* means all small molecules (e.g., chemical compounds and biological materials) transferred from the SMR to the Centers under this Agreement as listed at <http://www.ncbi.nlm.nih.gov/entrez/query.fcgi?db=pcsubstance>, using the search term MLSMR.

*INFORMATION* means all data and information (e.g., chemical structures, methods of sample preparation and analytical chemistry data) pertaining to the Research Material transferred under this Agreement.

*MATERIAL* means the *RESEARCH MATERIAL* and *INFORMATION*.

*MLSCN DATA* means all data and information generated by the MLSCN using *RESEARCH MATERIAL* and/or *INFORMATION*.

*RESEARCH ACTIVITIES OF THE MLSCN* (<http://nihroadmap.nih.gov/molecularlibraries/>) means research activities funded under the NIH Roadmap Molecular Libraries and Imaging Initiative and carried out by the *CENTERS* that include the following: assay optimization and implementation for HTS, using the HTS assay to screen a large number of molecules maintained in the SMR to identify compounds (“hits”) that are active in the assay; using the secondary assay for hit confirmation; performing optimization chemistry (chemical analoging) to develop the hits into useful in vitro or in vivo chemical probes of the targets or phenotypes studied in the assays. *RESEARCH ACTIVITIES OF THE MLSCN* may also include performance of secondary assays for hit confirmation by the initial assay provider.

*PROVIDER*: NIH Small Molecule Repository (SMR) of the NIH Roadmap Molecular Libraries and Imaging Initiative

*RECIPIENT* (A Center of the MLSCN): \_\_\_\_\_

Terms and Conditions:

The *PROVIDER* and the *RECIPIENT* agree to the following for use of the *MATERIAL* in *RESEARCH ACTIVITIES OF THE MLSCN*.

1. The above *MATERIAL* remains the property of the *PROVIDER* under the terms that governed *PROVIDER*'s possession of the *MATERIAL*. *RECIPIENT* agrees to make the *MATERIAL* available only for *RESEARCH ACTIVITIES OF THE MLSCN* and consistent with the same terms provided to *RECIPIENT* under this MTA.

2. *THE RESEARCH MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.*

3. The *MATERIAL* will be used by *RECIPIENT(S)* only for *RESEARCH ACTIVITIES OF THE MLSCN*.

4. The *MLSCN PT* and *RECIPIENT(S)* will acknowledge the source of the *MATERIAL* as well as the NIH Roadmap Molecular Libraries and Imaging Initiative in any publications by *RECIPIENT* and/or the *MLSCN PT* which result from research use of the *MATERIAL*.

5. Any *RESEARCH 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.* Unless prohibited by law, *RECIPIENT* assumes liability for claims for damages brought against it by third parties which may arise from *RECIPIENT*'s use, storage, or disposal of the *RESEARCH MATERIAL* except that, to the extent

*permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER to the extent provided by the Federal Tort Claims Act or other applicable law for claims for damages..*

*6. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable federal and/or state statutes and regulations.*

*7. The MATERIAL will be provided at no cost, with the possible exception of the costs associated with shipment of MATERIAL to RECIPIENT.*

*8. The RECIPIENT agrees that upon data verification all data generated by RECIPIENT'S using MATERIAL will be promptly deposited into PubChem and any other MLSCN PT-designated database in accordance with the data sharing and intellectual property (IP) terms described in the MLSCN Project Team Policy on Data Sharing and IP in the MLSCN Program (<http://www.nimh.nih.gov/dnbbs/73-mcrm.cfm>).*

*9. The RECIPIENT agrees that inventorship in any inventions developed under the RESEARCH ACTIVITIES OF THE MLSCN by the RECIPIENT using the MATERIAL will be determined by U.S. patent law.*

*10. This MTA will become effective upon the signature of both PROVIDER and RECIPIENT. It will remain in effect for a period of three years with an option to extend the term upon mutual written agreement of both PROVIDER and RECIPIENT.*

*11. The RECIPIENT will make the MATERIAL available only for RESEARCH ACTIVITIES OF THE MLSCN and consistent with the same terms provided to RECIPIENT under this MTA and only under the written direction of the MLSCN PT.*

*The PROVIDER and the RECIPIENT must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL directly to the RECIPIENT as directed by the MLSCN PT.*

*Signatures begin on the next page*

*PROVIDER CONTACT INFORMATION and AUTHORIZED SIGNATURE*

*Provider Organization: NIH Small Molecule Repository (SMR) of the NIH Roadmap Molecular Libraries and Imaging Initiative*

*Name of Authorized Official: Jamie Driscoll*

*Title of Authorized Official: SMR Government Project Officer*

\_\_\_\_\_  
*Signature of Authorized Official*                      *Date*

*Provider's Mailing Address for Notices:*

*Jamie Driscoll  
Molecular, Cellular, and Genomic Neuroscience Research Branch  
Division of Neuroscience and Basic Behavioral Science  
National Institute of Mental Health (NIMH)  
National Institutes of Health (NIH)  
6001 Executive Blvd.  
Room 7181 MSC 9641  
Bethesda, MD 20892-9641  
Tel: 301 443-5288  
E-mail: [jdriscol@mail.nih.gov](mailto:jdriscol@mail.nih.gov)*

*RECIPIENT CONTACT INFORMATION and AUTHORIZED SIGNATURE*

*Recipient Scientist: \_\_\_\_\_*

*Recipient Organization: \_\_\_\_\_*

*Address: \_\_\_\_\_*

*Name of Authorized Official: \_\_\_\_\_*

*Title of Authorized Official: \_\_\_\_\_*

*Certification of Authorized Official:*

\_\_\_\_\_  
*Signature of Authorized Official*                      *Date*

*Recipient's Mailing Address for Notices:*

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