



United States
Department of
Agriculture

Food Safety
and Inspection
Service

Washington, D.C.
20250

November 1, 2011

To: Al Almanza
Administrator

From: David P. Goldman, M.D., M.P.H.
Assistant Administrator
Office of Public Health Science

Subject: FSIS-ARS Materials Transfer Agreement

The FSIS-ARS Materials Transfer Agreement needs to be renewed as the previous agreement which was approved by Dr. Barbara Masters in 2006 expired this year. The Materials Transfer Agreement outlines the protocol for transferring biological and chemical materials (typically pathogen isolates) from FSIS to ARS. The transfer of these Materials facilitates FSIS-ARS collaborations and enables ARS researchers to better support FSIS activities.

This revised Materials Transfer Agreement was drafted by OPHS. This revised agreement was reviewed by Office of General Counsel (OGC) and reflects input from OGC.

While much of the language of the previous agreement has been retained, this revised agreement:

- 1) more clearly specifies information and data reporting expectations between the agencies, and;
- 2) provides for enhanced oversight of the Materials by prohibiting ARS distribution to 3rd parties.

This agreement has been approved by ARS. This agreement will become final with your approval. Please let me know if you have any concerns about this agreement.

**U.S. Department of Agriculture
Food Safety and Inspection Service
Agricultural Research Service**

MATERIAL TRANSFER AGREEMENT

PARTIES:

FSIS: USDA, Food Safety and Inspection Service
 Officer of Public Health Science
 Room 341-E, Whitten Bldg.
 1400 Independence Ave, SW
 Washington, DC 20250
 Phone: (202) 720-2644
 Fax: (202) 690-2980

ARS: USDA, Agricultural Research Service
 5601 Sunnyside Avenue
 Room 4-1149 George Washington Carver Center
 Beltsville, Maryland, 20705-5138
 Phone: (301) 504-6905
 Fax: (301) 504-5060

PURPOSE:

To provide ARS with biological materials, pathogens, toxins, genetic elements, and associated knowledge, hereinafter collectively referred to as the "Material."

GENERAL PROVISIONS:

FSIS will release the Material to ARS under the following conditions:

1. The Material shall be used only by ARS scientists identified in Materials Transfer Agreement Template 1 in connection with an ARS research project.

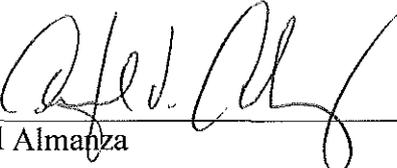
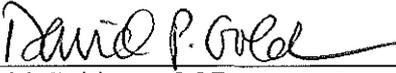
2. ARS scientists will send requests for Materials to the FSIS Laboratory Quality Assurance Division (LQAD) Branch Chief/Contact Official using Material Transfer Agreement Template 1: ARS Request for FSIS' Materials to describe the purpose of the project. One submitted and approved Materials Transfer Agreement Template will suffice for ongoing requests for the same Material, not to exceed two years from approval date. The LQAD Branch Chief/Contact Official has the prerogative, after consulting the appropriate FSIS Assistant Administrator and/or Laboratory Directors, to deny, delay, or alter the request as appropriate. ARS must obtain required permits from APHIS prior to FSIS shipment of Materials to ARS (specified in Template 1).

3. FSIS will transfer the Material to ARS with a copy of the approved Material Transfer Agreement Template 1 form.

4. ARS shall not transfer the Material, in whole or in part, to a third party. Any request by a third party for the MATERIAL will be directed to FSIS.
5. The Parties shall specify data reporting expectations in Materials Transfer Agreement Template 2: Data Reporting Requirements in accordance with FSIS-ARS Materials Transfer Agreement (MTA). ARS shall promptly inform FSIS of the results obtained through use of the Material. For ARS projects, ARS will provide a copy of any manuscript that describes the work with the Material prior to submission for publication and acknowledge FSIS' contribution to the work reported (including acknowledgement of FSIS as the source of the Material). On joint FSIS-ARS projects, collaborative authorship is expected.
6. If FSIS and ARS decide in the future to engage in a cooperative research project or program using the Material, the Parties intend to enter into a formal Interagency Agreement, Memorandum of Understanding, or other research agreement. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. Upon completion of ARS's activities using the Material, ARS shall return, destroy, or otherwise dispose of the Material as instructed by FSIS.
8. ARS shall meet with representative(s) of FSIS to determine inventorship if an invention should arise during ARS's work with the Material.
9. ARS shall not disclose Confidential or Proprietary Material to any non-FSIS entity without expressed permission from FSIS LQAD Branch Chief/Contact Official. Any Recipient of the Material shall use the same degree of care to protect Confidential or Proprietary Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
9. ARS and FSIS shall exclude Material from the confidentiality requirements of this Agreement if: (1) ARS had possession of the Material prior to FSIS disclosure; (2) the Material is generally available to the public at the time of FSIS disclosure; (3) the Material becomes generally available to the public through no fault of ARS after FSIS disclosure; or (4) after FSIS disclosure, ARS receives the Material from a third party having the right to the Material and who does not impose a confidentiality obligation upon ARS.
10. This research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FSIS makes no representation that the use of the research Material will not infringe any patent or proprietary rights of third parties.
11. The Parties acknowledge and agree to comply with all applicable laws, permits, and regulations including those of the Animal and Plant Health Inspection Service, and the Centers for Disease Control and Prevention pertaining to possession or transfer of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and similar agents.

12. FSIS agrees, at its discretion, to provide the name of the species of animal from which the bacteria were isolated, the month and year the sample was taken, and the region/area of origin
13. Nothing in this Material Transfer Agreement shall obligate either ARS or FSIS to obligate or transfer any funds.
14. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.
15. This Material Transfer Agreement shall become effective upon the date of the final signature and shall continue in effect for a period of five years. Either ARS or FSIS may terminate this Material Transfer Agreement with a 60-day written notice; however, its terms will remain in effect for any Materials that have already been transferred for five years from the date of the transfer.

ACCEPTED FOR THE FOOD SAFETY AND INSPECTION SERVICE

 _____ Al Almanza	 _____ Administrator, FSIS	 _____ 11/3/11 Date
 _____ David Goldman, M.D., M.P.H.	 _____ Assistant Administrator, FSIS/OPHS	 _____ 11/2/11 Date

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE

 _____ Robert Griesbach, Ph.D.	 _____ Deputy Assistant Administrator, ARS/OTT	 _____ 9/28/11 Date
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United States Department of Agriculture
Research, Education, and Economics
Agricultural Research Service

Date:

Subject: Materials Transfer Agreement Template 1:
ARS Request for FSIS' Materials
in accordance with FSIS-ARS Materials Transfer Agreement (MTA)

To: FSIS LQAD Branch Chief/Contact Official
Laboratory Quality Assurance Division,
USDA FSIS OPHS,
950 College Station Rd.,
Athens, GA 30605

Through: ARS Research Leader (Name)
(Lab Unit)
(Lab Location)

From: (Name of ARS permanent Category 1 Employee)
(Lab Name)
(Address)
(Telephone: Number)
(Fax: Number)
(Email)

I request (Description of Materials):

Description of project:

Purpose:

Analyses to be performed:

Approved: _____ Date _____
FSIS LQAD Branch Chief/Contact Official

Note: Prior to shipment, ARS must provide copy of approved APHIS permit VS16-3
(http://www.aphis.usda.gov/animal_health/permits/) to FSIS LQAD Branch Chief/Contact Official



United States Department of Agriculture
Research, Education, and Economics
Agricultural Research Service

Date:

Subject: Materials Transfer Agreement Template 2:
Data Reporting Requirements
in accordance with FSIS-ARS Materials Transfer Agreement (MTA)

To: FSIS LQAD Branch Chief/Contact Official
Laboratory Quality Assurance Division,
USDA FSIS OPHS,
950 College Station Rd.,
Athens, GA 30605

Through: ARS Research Leader (Name)
(Lab Unit)
(Lab Location)

From: (Name of ARS permanent Category 1 Employee)
(Lab Name)
(Address)
(Telephone: Number)
(Fax: Number)
(Email)

Description of Materials/Project:

Data Reporting Requirements:

ARS will provide FSIS with the following:

Data Description:
Frequency of Data Transfer:
Data Format:
Transfer Procedures:

FSIS will provide ARS with the following:

Data Description:
Frequency of Data Transfer:
Data Format:
Transfer Procedures:

Approved: _____ Date _____
FSIS LQAD Branch Chief/Contact Official