

## PERSONAL JOINPOINT SOFTWARE TRANSFER AGREEMENT

Provider:	National Cancer Institute (NCI)
Recipient Investigator:	Sameer Nair-Desai
Recipient:	Sameer Nair-Desai
Site of Use:	161 California Avenue, Palo Alto, CA, 94306, Apt. K202
(Include Physical Address)	

WHEREAS, Provider has certain proprietary software and associated material described below (hereinafter, collectively referred to as “Software”): a callable version of Joinpoint, a statistical software program developed by IMS, Inc. under contract to the NCI, and

WHEREAS, Provider agrees to transfer such Software to Recipient’s investigator under this Agreement.

NOW, THEREFORE, the Provider and Recipient agree as follows:

1. The Software will be used solely in connection with the following research activity and for the following reasons (hereinafter “Project”) **(Describe with specificity the scope of use of Software under this Agreement. Refrain from using personal pronouns and use “the Recipient” instead):**

The recipient will be using the Joinpoint software to produce a linear trends analysis for the following working paper: "Epidemiology of Creutzfeldt-Jakob Disease in the United States, 1999 - 2020". The analysis will be based on publicly available data from the U.S. Centers for Disease Control, and will examine trend-adjusted mortality rates for Creutzfeldt-Jakob Disease over the specified time period.

(use more space if necessary)

2. Recipient’s investigator shall retain control over Software and further will not transfer the Software to third parties and individuals not under Recipient investigator’s direct supervision without express advance written approval of Provider. Recipient agrees to comply with all Federal regulations applicable to research projects and handling of research materials. The Recipient agrees it will not use the Software for treating or diagnosing human subjects.
3. If Recipient desires to sell its own commercial software that incorporates the Software or use Software for commercial purposes or applications (including consulting), Recipient will contact the NCI Technology Transfer Center (attention: Technology Transfer Manager for the NCI Division of Cancer Control and Population Sciences) at [ncitechtransfer@mail.nih.gov](mailto:ncitechtransfer@mail.nih.gov).
4. Recipient agrees to use Software at a single location, listed above as “Site of Use”. Recipient may make copies of the Software solely for use by the Recipient at the designated Site of Use defined in this Agreement. The Provider and Recipient agree that the Recipient may incorporate the Software into novel software created by the Recipient as necessary to perform the Project.
5. Title in the Software shall remain with the Provider. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either Party by the other of any license or other rights under any patent, patent application or other intellectual property right or interest. Provider reserves the right to distribute Software to others and to use it for Provider’s own purposes.
6. Recipient agrees that any of its publications or presentations describing the Project will include appropriate acknowledgement of Provider’s contribution of the Software, and will include the citation found at: <http://surveillance.cancer.gov/joinpoint/faq/citation.html>.
7. When the Project is terminated, completed, or when three (3) years have elapsed, whichever occurs first, Recipient will destroy or otherwise dispose of Software and all copies of Software as directed by Provider.
8. This Agreement may be terminated by either Recipient or Provider on 30 days notice.

9. Upon request by the Provider, within thirty (30) days following any of:

- (a) the twelve (12) month anniversary of execution of this Agreement;
- (b) each successive twelve month anniversary when the Agreement is active;
- (c) the Recipient's receipt of a request from the Provider for the report;
- (d) completion of the Project;
- (e) termination of the Agreement,

the Recipient will forward to the Provider a report outlining: (a) its usage (including example screen shots) of the Software; and (b) effectiveness and problems encountered in using the Software. Such report will not include information from which an individual human subject could be identified, and shall not include other information that the Recipient would intend be maintained as confidential by the Provider. The information from the reports may be used by Provider to enhance the capabilities of the Software.

10. The Provider and Recipient each shall retain title to any patent or other intellectual property of their respective employees developed or created in the course of the Project defined in this Agreement. Neither Provider nor Recipient promise rights in advance for inventions developed under this Agreement. If the Recipient creates an invention containing the Software ("Recipient Invention") and wishes to patent the Recipient Invention, Recipient agrees to notify the Provider of the Recipient Invention prior to seeking patent protection and to work in good faith with the Provider to determine the inventive contributions of the Recipient and Provider. In the event the Recipient wishes to distribute a Recipient Invention to third parties, the Recipient will ensure that the third party is advised of the presence of the Software and of the Provider's rights therein.

11. Unless prohibited by law, Recipient agrees to hold the United States Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of Software. Recipient agrees not to claim, infer, or imply Governmental endorsement of the Project, the Recipient or Recipient's personnel conducting the Project or any resulting product(s).

12. Software is supplied AS IS, without any accompanying services or improvements from Provider. SOFTWARE IS SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of Software will not infringe any patent or proprietary rights of third parties. Provider does not endorse the results of any analyses derived from the software's use, and the Recipient agrees not to claim endorsement of such results and analyses by the Provider or the United States Government. Recipient agrees not to describe statistical calculations conducted in the absence of Joinpoint as if they had been calculated by Joinpoint.

13. It is understood and agreed by both Provider and Recipient that each represents and warrants to the other, that the official signing this Agreement on behalf of the Provider and Recipient has authority to do so.

14. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

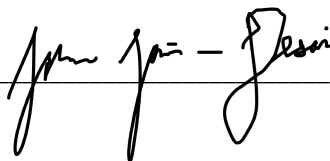
15. The construction, validity, performance and effect of this Agreement shall be governed by Federal law, as applied by the Federal Courts in the District of Columbia.

SIGNATURES ON THE FOLLOWING PAGE

**For Recipient:**

Date: 12/30/2022

Recipient Investigator (signature)  
Print Name: Sameer Nair-Desai  
Print Title: Research Fellow

A handwritten signature in black ink, appearing to read "Sameer Nair-Desai", written over a horizontal line.

Recipient Physical Mailing Address: 161 California Avenue, Palo Alto, CA, 94306, Apt. K202

Phone: 323-940-8850  
Fax: N/A