

**MATERIAL TRANSFER AGREEMENT  
FOR THE TRANSFER OF MATERIALS FROM INDIANA UNIVERSITY**

This Material Transfer Agreement (hereafter "Agreement") for Transfer of Materials to \_\_\_\_\_ (hereafter "Recipient Scientist") from **Indiana University** is made between The Trustees of Indiana University, an educational institution organized under the laws of the State of Indiana and having offices at 980 Indiana Avenue, LV2232, Indianapolis, IN 46202, USA (hereafter "Provider") and \_\_\_\_\_ (hereafter "Recipient"). This Agreement is effective as of the date of the last signature below ("Effective Date").

**WHEREAS**, Provider operates the Indiana University Genetics Biobank (hereafter "IUGB"), a biorepository located within Indiana University and funded by The Michael J. Fox Foundation for Parkinson's Research ("MJFF"), which will provide to Recipient human biological material including, but not limited to: \_\_\_\_\_.

**WHEREAS**, IUGB has been funded by MJFF to distribute coded human biological material to qualified individuals for research which has been approved by MJFF or an MJFF-appointed scientific review committee;

**NOW THEREFORE**, in consideration of the foregoing and the covenants and promises contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Definition of Terms: As used herein, the following terms shall have the following meanings:**

1.1 "Material" shall mean the human biological material from humans transferred to Recipient under this Agreement (referred to herein as "Original Material"), as well as Progeny and Unmodified Derivatives thereof. Unmodified Derivatives may also be referred to herein as "Derived Materials." Original Materials are defined generically in Appendix A attached hereto and incorporated herein and defined specifically in a final manifest sent from Provider to Recipient when the Materials are shipped.

1.2 "Derived Material" (also referred to herein as "Unmodified Derivatives") shall mean substances created from or isolated from the biological samples transferred to Recipient from Provider, which constitute an unmodified functional subunit or product of the Original Material. Examples of Derived Material include, but are not limited to: stem cells, subclones of unmodified cell lines, purified or fractionated subsets of the biological samples of the Original Material, any and all genetically unmodified cells or cell lines or nucleic acids created from or isolated from the biological samples of the Original Material.

1.3 "Progeny" shall mean unmodified descendant from the Material, such as cell from cell, or organism from organism.

**2. Terms and Conditions.**

2.1 The Material is made available to the Recipient by MJFF through the Provider as a service to the research community solely for non-commercial research purposes.

2.2 This Agreement acknowledges that MJFF has rights of disposition to the Original Material, as well as any Progeny and/or Derived Material. Recipient shall have the discretion whether or not to accept Materials from IUGB. Should Recipient choose not to accept any Material, Recipient shall notify the Provider and MJFF immediately in writing. This Agreement does not transfer ownership of the Materials.

2.3 MATERIAL MAY NOT BE USED IN EXPERIMENTS INVOLVING HUMAN SUBJECTS. The Material will be used by Recipient solely in connection with the research project, which is described with specificity in Recipient Scientist's research proposal submitted to MJFF or an MJFF-appointed scientific review committee.

2.4 Material will not be further distributed to other third parties without the written consent of Provider and MJFF, with the exception of CRO/vendor(s) working under the direction of the Recipient to execute the research project. Any CRO/vendor working with the materials on behalf of the Recipient are described in the research proposal. Recipient shall refer any request for the Material to Provider and MJFF.

2.5 Provider is willing to transfer Materials, as defined in Appendix A, to Recipient. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material. MJFF and Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, to the extent due to or arising from the use, storage, or disposal of the Material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider. To the extent permitted by applicable law, no party will be liable towards the other parties for lost profits, special, indirect, incidental, punitive or consequential damages and other indirect damages, regardless of whether a party has been advised of the possibility of such damages; provided, that, nothing in this Agreement shall exclude or limit the liability of a party for (i) death or personal injury or (ii) fraud. Except to the extent prohibited by law, Recipient will defend and indemnify MJFF and Provider (and its directors, trustees, officers, employees, agents and consultants) against any loss, claim or demand (including attorney's fees and cost of defense and the enforcement of this provision) suffered by Provider to the extent due to or arising from the use, storage or disposal of the Material by Recipient.

2.6 Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO 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. Recipient shall adhere to the applicable guidelines for appropriate laboratory procedure.

2.7 Recipient agrees to provide to MJFF and the Parkinson Study Group (PSG) at the University of Rochester any new data obtained from the Material and a copy of any analysis performed with the Material within ninety (90) days of completion of such analysis.

2.8 If Provider is notified that consent to use any particular Material that has been transferred to Recipient under this Agreement has been withdrawn, Provider shall notify Recipient and Recipient shall destroy any Material in its possession if required to do so under the consent form used to obtain the Material.

2.9 As scientifically appropriate, the Recipient will acknowledge the contribution of the PSG and MJFF in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of the Research Material. The following or similar language should be used, "Samples from the DATATOP study conducted by the Parkinson Study Group were used in this study. The samples were provided for this research by the Indiana University Genetics Biobank with support from the Michael J. Fox Foundation. We thank contributors, including all members of the Parkinson Study Group who collected samples used in this study, as well as patients and their families, whose help and participation made this work possible."

2.10 No party will assign this Agreement, in whole nor in part, without the prior written consent of the other parties, whose consent shall not be unreasonably withheld.

2.11 This Agreement and all attached Appendix A documents represents the entire and integrated agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral, regarding the Material described herein.

2.12 Recipient agrees to comply with all Federal, State and local rules and regulations applicable to their use and handling of the Material. The parties to this Agreement hereby indicate their agreement to the terms of this Agreement by affixing the signature below of an appropriate representative or officer who is specially authorized to execute documents of this type.

2.13 The Recipient agrees that neither the Material nor accompanying data will be used either alone or in conjunction with any other information, in any effort whatsoever, to establish the individual identities of any subjects from which the Material was derived.

2.14 If any of the provisions or a portion of any provision, of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the other portion of any such provision and/or the remaining provisions shall not be affected thereby.

2.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by pdf shall constitute an original signature for purposes of this Agreement.

Signatures on following page.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date by their authorized representatives:

**Agreed:**

**THE TRUSTEES OF INDIANA UNIVERSITY**

**Recipient Institution**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Joshua Clemens  
Title: Grant Services Manager, Award Team

Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:  
980 Indiana Avenue, LV2232  
Indianapolis, IN 46202

Address:

**Read and Acknowledged:**

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Indiana University Genetics Biobank  
Investigator:

Recipient Scientist:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tatiana M. Foroud, Ph.D.  
Title: Chancellor's Professor  
P. Michael Conneally Professor  
Medical and Molecular Genetics  
Director, Hereditary Genomics Division  
Phone: 317-278-1291  
E-mail address: tforoud@iu.edu

Name:  
Title:

Legal Address:  
Office of Research Administration  
980 Indiana Avenue, LV2232  
Indianapolis, IN 46202

Correspondence Address:  
Indiana University Genetics Biobank  
Tatiana M. Foroud, Ph.D.  
410 West 10<sup>th</sup> Street, HS 4000  
Indianapolis, IN 46202-3002

**APPENDIX A**  
**RESEARCH MATERIAL TRANSFER DOCUMENT**

*To be completed when it is intended that Materials from the IUGB are to transfer from Provider to Recipient.*

This Appendix A is effective as of the date of the last signature below and is subject to the terms and conditions of the MATERIAL TRANSFER AGREEMENT FOR TRANSFER OF MATERIALS FROM INDIANA UNIVERSITY between The Trustees of Indiana University and The Regents of the University of California, on behalf of its San Francisco campus, with an Effective Date of \_\_\_\_\_ (hereinafter "Agreement").

The parties agree as follows:

1. The parties to this Appendix A are parties to the Agreement with INDIANA UNIVERSITY identified above and desire to execute this Appendix A under the terms and conditions of said Material Transfer Agreement. Except as defined in this Appendix A, all other capitalized terms shall be as defined in the Material Transfer Agreement.
2. **The terms and conditions of the Material Transfer Agreement shall govern this Appendix A.**
3. Recipient desires to receive and Provider agrees to provide from its INDIANA UNIVERSITY GENETICS BIOBANK facility, certain mutually agreed upon Materials obtained from the following:

Study Name: *DATATOP Study*

Provider Institution:  
Indiana University Genetics Biobank  
Department of Molecular and Medical Genetics  
Indiana University  
980 West Walnut Street, R3-C158  
Indianapolis, IN 46202-5251

Phone: (317) 278-6158  
Fax: (317) 278-1100  
E-mail: [cwegel@iu.edu](mailto:cwegel@iu.edu)

4. Research Materials shall be shipped to:

Phone:  
E-mail:  
After-hours Phone:

Signatures on following page

*Appendix A (continued)*

**Read and Acknowledged:**

INDIANA UNIVERSITY GENETICS  
BIOBANK:

By: \_\_\_\_\_

Name: Dr. Tatiana Foroud  
Title: Chancellor's Professor  
P. Michael Conneally Professor  
Medical and Molecular Genetics  
Director, Hereditary Genomics Division

Date: \_\_\_\_\_

RECIPIENT SCIENTIST:

By: \_\_\_\_\_

Name:  
Title

Date: \_\_\_\_\_

**IUGB CORRESPONDENCE ADDRESS:**

Indiana University  
410 West 10<sup>th</sup> Street, HS 4000  
Indianapolis, IN 46202-3002