

**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, which will provide to Recipient human biological material including, but not limited to: \_\_\_\_\_.

**WHEREAS**, IUGB has been funded by Children's Tumor Foundation (hereafter "CTF") to distribute coded human biological material to qualified individuals for research which has been approved by a Biospecimen Review Access Committee (BRAC) appointed by CTF and IUGB;

**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 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 NU through the Provider as a service to the research community.

2.2 This Agreement acknowledges that CTF 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 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 Provider or BRAC.

2.4 Material will not be further distributed to other third parties without the written consent of Provider and BRAC, 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 or BRAC.

2.5 Provider is willing to transfer Materials 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. CTF 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 CTF 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 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.

2.8 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.

2.9 This Agreement and all attached Appendix 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.

2.10 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.

2.11 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.

2.12 The Recipient will send the Provider a complete report containing all data and conclusions generated as a result of the Recipient's use of the Material within thirty (30) days from completion of the activities pertaining to the Research Purpose defined in Appendix A. Provider will treat such report as confidential and will not disclose any part of it to any third party for a period of twelve (12) months from the receipt of such report. At the end of the twelve (12) month period, Provider will be free to disclose any part of such report to any party without restriction.

2.13 The Recipient will be free to publish any data or conclusion generated as a result of Recipient's use of the Material without obtaining approval from the Provider. The Recipient will acknowledge CTF as the source of the Material in any publication involving the use of the Material, and if applicable, and in accordance with academic custom and practice, Recipient Scientist will offer co-authorship to CTF and IUGB.

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.

2.16 Recipient desires to receive and Provider agrees to provide from its INDIANA UNIVERSITY GENETICS BIOBANK facility, specimens held in the CTF-supported biorepository, in accordance with the agreement in place with CTF, to be shipped to the address listed in this MTA.

Provider Institution:  
Indiana University Genetics Biobank  
Department of Molecular and Medical Genetics  
Indiana University  
351 West 10th Street, TK-342  
Indianapolis, IN 46202-3002

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

2.17 Research Materials shall be shipped to:

Contact Name: \_\_\_\_\_

Contact Institution: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

After-hours Phone: \_\_\_\_\_

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:

Name: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

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

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

Address:

980 Indiana Avenue, LV2232  
Indianapolis, IN 46202

Address:

**Read and Acknowledged:**

**Read and Acknowledged:**

Indiana University Genetics Biobank  
Investigator:

Recipient Scientist:

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

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

Name: Tatiana M. Foroud, Ph.D.  
Title: Department Chair  
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 Purpose