



Cell & Tissue Bank Material Transfer Agreement for Non-Government Institutions

The Progeria Research Foundation, Inc. ("PRF") is pleased to provide a statement of conditions under which we can share with you, _____ ("Principal Investigator" or "PI") and your laboratory at _____ ("Recipient") tissues, cells and/or DNA samples ("Material") collected from patients with Progeria and their family members.

1. The collection of Material and associated data by Dr. Leslie B. Gordon of Brown University and Rhode Island Hospital was funded by PRF. PRF believes that research on this group of diseases will progress most quickly if both the Materials and any derivatives of those Materials are freely yet responsibly available to the entire community of researchers.
2. Investigators can obtain the sample lines, family pedigrees, and medical information that PRF has obtained of any individual in the bank. Names and patient identifiers remain confidential. The Progeria Research Foundation blinds all the samples and donor materials with a numerical identification code to ensure privacy and confidentiality.
3. Attempts to notify donor families are strictly prohibited. By accepting Material, the Recipient agrees that no attempt will be made to break donor confidentiality. Further donor access for clarification or other reasons shall be through PRF.
4. This agreement shall terminate on the date that is three years from the effective date, which is the date the agreement is approved by The Progeria Research Foundation. To the extent that PI and Recipient wish to renew this agreement, they may so apply, and PRF reserves the right to approve or deny such renewal application.
5. The Material provided by PRF, and any derivative(s) of the Material, shall be used solely in PI's laboratory by the PI and those working under the PI's supervision ("Authorized Users"), solely for the research project ("Research") specified in the attached Application for Cells DNA or Tissue (the "Application"). Any changes to these terms must be approved by PRF in writing in advance of any such change, and PRF reserves all rights to withhold its approval. By way of example, a new Application and supporting documentation must be submitted to PRF, and approved by PRF in advance, if:
 - a. The Material and any derivative(s) of the Material is to be used for any project other than or different from the Research; or
 - b. There are any changes to the persons using the Material and any derivative(s) of the Material. For example, and without limitation, if the PI, Recipient, or laboratory/department (even if within the same Recipient Institution) is different than specified in this Application.

PI and Recipient acknowledge that the breach of any provision contained in Paragraph 5 shall constitute a material breach of this agreement, and that PRF shall be entitled to seek an injunction to prevent or remedy any such breach and reimbursement of reasonable attorney fees and expenses incurred to rectify any such violation. PRF reserves any and all additional rights and remedies for breach of such provisions.

6. This Material originated with human patients and their family members and may have hazardous properties. Recipient warrants and represents that the PI and others who may be exposed to the Material are adequately skilled in the precautions that should be used in working with human-derived material.
7. Unless prohibited by law from doing so, PI and Recipient shall hold PRF harmless and indemnify PRF for all liabilities, demands, damages, expenses, claims and losses arising out of Recipient's use for any purpose of the Material.
8. PRF MAKES NO REPRESENTATIONS REGARDING THE MATERIAL 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.
9. PI and Recipient agree to use the Material in compliance with all applicable Federal and State laws and regulations.
10. Further, PI and Recipient agree that neither the Material nor any derivative of the material will be administered to humans, or to animals that may be used as food.
11. PI and Recipient agree to provide PRF (at its request), without cost, with a reasonable amount of any derivative of the Material that it makes in the course of its Research for research purposes after PI and Recipient have publicly disclosed or reasonably characterized such derivative. PRF may redistribute said derivative to third parties without restriction or permission from PI/Recipient.
12. In the event that PI/Recipient's use of the Material and any derivative(s) of the Material leads to a patentable invention, PI/Recipient grant PRF a non-exclusive, perpetual, irrevocable, world-wide, royalty-free license with a right to grant sublicenses to practice the claims of the patent for purposes of non-commercial research. Furthermore PI/Recipient grant PRF the right to distribute such derivatives to third parties under similar conditions to those in this Agreement. PI/Recipient also agree to continue its current policy of retaining the right to grant research licenses its own inventions and/or materials to either non-profit or for-profit institutions. The object of this clause is not to unduly limit the development of commercial products but rather is to ensure that the proprietary positions of different parties do not hinder research.

13. This agreement places no restriction on PI and Recipient's ability to publish the results of Research using the Material. However, PI and Recipient shall acknowledge PRF and its Cell & Tissue Bank as the source of material in any oral presentation or written publication, and to provide PRF with advance notice of such written publication whenever feasible (PRF will respect the embargo of any advanced copies until the release date has passed.). Recipient/PI shall send two copies of any publication resulting from its Research.
14. PRF incorporates the Application for Cells, DNA or Tissue, and the PRF Cell and Tissue Bank Agreement hereto; all of these documents must be executed and submitted, along with a letter confirming approval of the project by the Institution where the project will take place.

Signatures

Recipient Institution Principal Investigator

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Authorized Official

Name: _____

Title: _____

Signature: _____

Date: _____

Approved by The Progeria Research Foundation, Inc.

Name: Audrey Gordon

Title: Executive Director

Signature: _____

Date: _____