

PRF Cell Bank
Material Transfer Agreement Application
For Non-Government Institutions

The Progeria Research Foundation, Inc. ("PRF" or "The Foundation") is pleased to provide a statement of the 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.

The collection of material and associated data by Dr. Leslie B. Gordon of Tufts University and Rhode Island Hospital was funded by The Foundation. The Foundation believes that research on this group of diseases will progress most quickly if both the materials and any derivatives of those materials are freely available to the entire community of researchers. Our hope is that others who originate materials will take a similar position.

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.

Attempts to notify donor families are strictly prohibited. By accepting materials the Recipient agrees that no attempt will be made to break donor confidentiality. Further donor access for clarification or other reasons shall be through The Foundation.

The material provided by PRF is to be used solely in PI's laboratory by the PI and those working under the PI's supervision. Recipient agrees to not transfer the material to third parties either within its institution or at another institution but rather to refer any requests for material to PRF.

This material originated with human patients and their family members and may have hazardous properties. Recipient attests to the fact 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.

Unless prohibited by law from doing so, 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.

THE FOUNDATION 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.

Recipient agrees to use the material in compliance with all applicable Federal and State, i.e., Massachusetts and _____ (State in which Recipient is located) laws and regulations.

Further, Recipient agrees that neither the material nor any derivative of the material will be administered to humans, or to animals that may be used as food.

Recipient agrees to provide The Foundation (at its request), without cost, with a reasonable amount of any derivative of the material that it makes in the course of its research program for research purposes after Recipient has publicly disclosed or reasonably characterized such material.

In the event that Recipient's use of the material leads to a patentable invention, Recipient grants The Foundation 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 Recipient grants The Foundation the right to distribute such derivatives to third parties under similar conditions to those in this Agreement. Recipient also agrees 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.

This agreement places no restriction on Recipient's ability to publish the results of research using the material. However,

Recipient agrees to acknowledge The Foundation and Dr. Leslie Gordon's laboratory as the source of material in any oral presentation or written publication. Recipient agrees to send two copies of any publication resulting from its studies with the material to PRF.

Recipient attaches hereto an abstract of the project in which the material will be used, and a letter confirming approval of the project by the Institution where the project will take place.

Signatures on the next page

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, Esq.

Title: President, Executive Director

Signature: _____

Date: _____