



Cell & Tissue Bank Material Transfer Agreement for Federal Government Institutions

Please note: No changes to this MTA will be accepted other than removing PI from certain legal obligations if the institution has a written policy prohibiting such matters.

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 unmodified 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. PRF 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 PRF. 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 unmodified 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/or any unmodified 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/or any unmodified 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. PRF reserves the right to seek reimbursement of reasonable attorney fees and expenses incurred to rectify any such violation and 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. No indemnification for any loss, claim, damage or liability is intended or provided by any party under this agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of its activities under this agreement, except that the Recipient, as an agency of the United States, assumes liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.
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 and with all applicable guidelines of the National Institutes of Health.
10. 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 unmodified 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 unmodified derivative. PRF may redistribute said unmodified derivative to third parties for non-commercial research purposes upon written consent of Recipient, said consent not to be unreasonably withheld.

12. Recipient will notify PRF immediately upon filing a patent application on any invention its employees make while using the Material furnished to it under this agreement. If consistent with the interests of the Public Health Service, after due consideration of Recipient's application and other applications pending, and pursuant and subject to the terms of 35 USC Sections 207, 208, and 209, and the implementing regulations, PRF may request a non-exclusive, partially-exclusive, or exclusive royalty-bearing license to make, use, and/or sell products embodying the invention. Recipient will seriously consider a license application from The Progeria Research Foundation, such application not to be unreasonably denied.
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 shall 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.

PI and Recipient should use the following language within the materials and methods section (not simply the acknowledgments) of a written publication. This wording may vary slightly, depending on which materials were supplied for the research.

“Cells and Cell Culture

Human primary dermal fibroblast cell lines were obtained from The Progeria Research Foundation (PRF) Cell and Tissue Bank. The HGPS cell lines were XXX, XXX, XXX; the control lines were XXX, XXX, XXX.”

14. PRF incorporates the Application and Agreement for Cells, DNA or Tissue, hereto; once that document and this MTA are submitted and fully executed, PRF will provide the Material

Signatures

Recipient Institution Principal Investigator

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Authorized Official

Name: _____

Title: _____

E-mail: _____

Signature: _____

Date: _____

Approved by The Progeria Research Foundation, Inc.

Name: Meryl Fink

Title: Executive Director

Signature: _____

Date: _____