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

Please note: No changes to this MTA will be accepted other than:

a. ***Indicating PI is not responsible for fees and costs for breach as set forth in paragraph #5, if Recipient has a written policy that only Recipient is so responsible and not the PI; and/or***
b. ***Removing PI from paragraph #12, if Recipient has a written policy that all Intellectual Property referred to therein belongs to it and not the PI.***

If you are from a US government laboratory, please do not complete this MTA. You will need a government MTA, which you can obtain by emailing Wendy Norris at wnorris@lifespan.org

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. 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 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. In accordance with PRF's commitment to advancing research, as set forth in Paragraph 1, PRF will not unreasonably 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 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 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 certifies and represents that the PI and other Authorized Users who may be exposed to the Material are adequately skilled in the precautions that should be used in working with human-derived material.

7. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise out of Recipient's, PI's or any Authorized Users' use, storage, or disposal of the Material. PRF will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, PI, or any Authorized User, except to the extent permitted by law when directly caused by gross negligence or willful misconduct of PRF.

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 for non-commercial, research purposes upon written consent of Recipient, said consent not to be unreasonably withheld.

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 to practice the claims of the patent for purposes of non-commercial research. PRF may, upon written consent of Recipient, also grant sublicenses upon request, consent to which shall not be unreasonably withheld. Furthermore, upon written consent of Recipient, PRF may 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 of 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 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 documents are submitted and fully executed, PRF will provide the Material.

[Remainder of page intentionally left blank]

Signatures

Recipient Institution Principal Investigator

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Institution Authorized Official

Name: _____

Title: _____

Email: _____

Signature: _____

Date: _____

***Approved* by The Progeria Research Foundation, Inc.**

Name: Audrey Gordon, Esq.

Title: Executive Director

Signature: _____

Date: _____