**Material Transfer Agreement**

**for the Transfer of Materials from Indiana University**

This Material Transfer Agreement (hereafter “Agreement”) for Transfer of Materials to ***Recipient Scientist*** (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 509 E. 3rd Street, Bloomington, IN 47401-3654, USA (hereafter “Provider”) and ***Recipient Institution*** (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 and funded by The Broad Institute (“Funder”), which will provide to Recipient human biological material including, but not limited to: ***sample types***.

**Whereas,** IUGB has been funded by Funder to distribute coded human biological material provided by certain third-party sites (“Originator(s)”) to qualified individuals for research which has been approved by Funder or a Funder-appointed scientific review committee;

**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 generically in Appendix A attached hereto and incorporated herein and 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.

1. **Terms and Conditions.**

2.1 The Material is made available to the Recipient by Originator through the Provider as a service to the research community for non-commercial research purposes.

2.2 This Agreement acknowledges that Originator 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, Funder, and Originator 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 Funder or a Funder-appointed scientific review committee.

2.4 Material will not be further distributed to other third parties without the written consent of Provider and Originator, 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 and will sign an agreement with protective terms substantively similar to this agreement, as appropriate. Recipient shall refer any request for the Material to Provider.

2.5 Provider is willing to transfer Materials, as defined in Appendix A, 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. Originator, Funder, 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.

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 Recipient agrees to provide to Funder and Originator any new data obtained from the Material and a copy of any analysis performed with the Material within ninety (90) days of completion of such analysis.

2.8 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.

2.9 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.

2.10 This Agreement and all attached Appendix A 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.

2.11 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.

2.12 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. By signing this Agreement, Recipient provides assurance that relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB or ethics review or approval that may be required. Recipient shall promptly report to the Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.

2.13 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.

2.14 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.

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**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: 509 E. 3rd StreetBloomington, IN 47401-3654 | **RECIPIENT INSTITUTION**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address:   |
| **Read and Acknowledged:**Indiana University Genetics Biobank Investigator:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Tatiana M. Foroud, Ph.D.Title: Chancellor’s ProfessorP. Michael Conneally ProfessorMedical and Molecular Genetics Director, Hereditary Genomics DivisionPhone: 317-278-1291E-mail address: tforoud@iu.eduLegal Address:Office of Research Administration509 E. 3rd StreetBloomington, IN 47401-3654Correspondence Address:Indiana University Genetics BiobankTatiana M. Foroud, Ph.D.410 West 10th Street, HS 4000Indianapolis, IN 46202-3002 | **Read and Acknowledged:**Recipient Scientist:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: |
|  |  |

**APPENDIX A**

**to the Material Transfer Agreement**

**For The Transfer of Materials From Indiana University**

**Research Material Transfer Document**

*To be completed when it is intended that Materials from the IUGB are to transfer from Provider to Recipient.*

This Research Material Transfer Document (“Transfer Document”) is effective as of the date of the last signature below and is subject to the terms and conditions of the MATERIAL TRANSFER AGREEMENT FOR TRANSFER OF MATERIALS FROM INDIANA UNIVERSITY between The Trustees of Indiana University and *Recipient Institution*, with an Effective Date of \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Agreement”).

The parties agree as follows:

1. As provided in their Material Transfer Agreement, the parties thereto agreed that the terms and conditions of the Material Transfer Agreement shall apply to the Materials provided under this Transfer Document. . Except as defined in this Transfer Document, all other capitalized terms shall be as defined in the Material Transfer Agreement.
2. **The terms and conditions of the Material Transfer Agreement shall govern thisTransfer Document.**
3. Recipient desires to receive and Provider agrees to provide from its INDIANA UNIVERSITY GENETICS BIOBANK facility, certain mutually agreed upon Materials obtained from the Psychiatric Biomarkers Network (PBN).

Provider Institution:

Indiana University Genetics Biobank

Department of Molecular and Medical Genetics

The Trustees of Indiana University

351 W. 10th St, TK -217

Indianapolis, IN 46202-5251

E-mail: pbn@iu.edu

1. Research Materials shall be shipped to:

Recipient shipping address

Recipient contact information

Signatures on following page

*Appendix A (continued)*

**Read and Acknowledged:**

|  |  |
| --- | --- |
| INDIANA UNIVERSITY GENETICS BIOBANK:By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Dr. Tatiana ForoudTitle: Chancellor’s ProfessorP. Michael Conneally ProfessorMedical and Molecular GeneticsDirector, Hereditary Genomics DivisionDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | RECIPIENT SCIENTIST:By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: TitleDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**IUGB CORRESPONDENCE ADDRESS:**

Indiana University

410 West 10th Street, HS 4000

Indianapolis, IN 46202-3002