

## **MATERIAL TRANSFER AGREEMENT**

This Material Transfer Agreement (“Agreement”) is made and entered into by and between The Trustees of Indiana University, a non-profit educational institution organized under the laws of the State of Indiana, having offices at 980 Indiana Avenue, LV2232, Indianapolis, IN 46202, USA (hereinafter “IU”) and \_\_\_\_\_ with a business address at \_\_\_\_\_ (“Recipient Institution”) on behalf of \_\_\_\_\_ (“Recipient Investigator”). Recipient Institution and Recipient Investigator are collectively referred to herein as “Recipient”. This Agreement is effective as of date of the last signature below (“Effective Date”).

**WHEREAS** IU operates the Indiana Biobank, a biorepository located within Indiana University and which receives government support under a cooperative agreement grant awarded by the National Center for Advancing Translations Research (NCATS) and the Lilly Endowment; and

**WHEREAS** the Indiana Biobank collects human biological material and desires to distribute deidentified human biological material to qualified investigators for use in their non-commercial research; and

**WHEREAS** the Recipient desires to receive coded human biological material for use in Recipient Investigator’s non-commercial research.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IU will provide Recipient with the agreed upon Material subject to the following terms and conditions.

### **Definitions:**

“Material” shall mean the coded human biological material including blood, DNA, cerebral spinal fluid, and urine transferred from Indiana Biobank to Recipient under this Agreement (referred to herein as “Original Material”) as well as Progeny and Unmodified Derivatives thereof. Original Materials are defined generically in Appendix A attached hereto and incorporated herein and defined specifically in a final manifest sent from Indiana Biobank to Recipient when the Materials are shipped.

“Unmodified Derivatives” shall mean substances created or isolated by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Research Material. Some examples include but are not limited to: stem cells, subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, any and all genetically unmodified cells or cell lines created by or isolated from use of the Original Research Material.

“Progeny” shall mean unmodified descendant from the Original Material, such as cell from cell, or organism from organism.

“Modifications” shall mean substances created by Recipient which contain/incorporate the Material.

“Commercial Purposes” shall mean the sale, lease, license or other exploitation of the Material, including any Material contained or incorporated in Modifications, to a party for profit-generating purpose, including, but not limited to, use of the Material by Recipient to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities

that result in any sale, lease, license or transfer of the Material to any other party. However, industrially sponsored academic research shall not be considered a use of the Material for Commercial Purposes unless any of the above conditions of this definition are met.

### **Terms and Conditions of Agreement:**

1. The above provisos and definitions are incorporated into the Terms and Conditions of this Agreement.
2. The control and distribution of Material is the responsibility of IU through the Indiana Biobank at Indiana University and is made available as a service to qualified investigators.
3. The Material represents a significant investment on the part of those who deposited the material with the Indiana Biobank. The Original Material is provided to Recipient Institution under this Agreement at the sole discretion of IU, for use by Recipient Investigator or others at Recipient Institution under the direction and supervision of Recipient Investigator, solely in furtherance of the research as specifically described in Appendix A (“Research Project”)
4. Material may not be used in experiments involving human subjects. The Recipient agrees to carry out the Research Project in accordance with the terms and conditions of this Agreement and in compliance with all federal, state and local laws, rules and regulations applicable to the Research Project and to the handling of the Material.
5. Recipient agrees to use the Material, including the Original Material, Progeny, and Unmodified Derivatives for Research Project purposes only. Material shall not be used for Commercial Purposes. No right, title or interest in and to the Material shall transfer to the Recipient.
6. The Material shall not be further distributed to any other person or entity by the Recipient Institution or Recipient Investigator without IU’s prior written consent. The Recipient agrees to refer any such request for the Material to The Indiana Biobank.
7. Recipient Investigator using Material under this Agreement shall deposit any data resulting from use of the Material as well as a copy of any analysis performed on the data by following deposit instructions received by contacting [manager@indianabiobank.org](mailto:manager@indianabiobank.org) as soon as reasonably possible but no later than within one year of the completion of the Research Project or immediately upon publication or public disclosure, or publication of a patent application, whichever is earlier. Indiana Biobank may publicly share all data deposited under this Clause 7.
8. Recipient Investigator will acknowledge the contribution of the Indiana Biobank at Indiana University in any and all oral and written presentations, disclosures, and publications (collectively “Disclosures”) which include use of the Material and shall notify the Indiana Biobank at [manager@indianabiobank.org](mailto:manager@indianabiobank.org) of all such Disclosures. The following acknowledgement language shall be used: “This project was supported, in part, with support from the Indiana Biobank and the Indiana Clinical and Translational Sciences Institute funded, in part by Grant Number UL1 TR002529 from the National Institutes of Health, National Center for Advancing Translational Sciences, Clinical and Translational Sciences Award and the National Center for Research Resources, Construction grant number RR020128 and the Lilly Endowment. We thank contributors who collected samples and/or data used in this study, as well as subjects whose help and participation made this work possible.” The acknowledgement language may change from

time to time and Recipient would be so notified by IU; any such acknowledgement language change shall not require written approval by the parties to this Agreement.

9. Any Material transferred pursuant to this Agreement is understood by Recipient to be experimental in nature and may have hazardous properties. All cultured animal and human tissue cells have the potential for carrying viruses, latent viral genomes, and other infectious agents in a non-apparent state. By accepting the Material, the undersigned Recipient Institution assumes full responsibility for the safe and appropriate handling of the Material. THE PARTY WHO ORIGINALLY DEPOSITED THE MATERIAL WITH THE INDIANA BIOBANK AT INDIANA UNIVERSITY AND THE TRUSTEES OF INDIANA UNIVERSITY MAKE NO REPRESENTATIONS AND EXTEND 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 RESEARCH MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient Institution assumes all liability for claims for damages against it by third parties which may arise from Recipient Institution's use, storage or disposal of the Research Material except that, to the extent permitted by law, IU shall be liable to the Recipient Institution when the damage is caused by the gross negligence or willful misconduct of IU.
10. Recipient agrees that the Material shall not 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 obtained or derived.
11. IU may terminate this Agreement if the Recipient Institution is in breach of any of the terms specified herein and if the deficit has not been remedied within thirty (30) days after Recipient Institution's receipt of written notice by IU of such breach. Upon termination under this clause, the Recipient Institution agrees to destroy all unused Material, including accompanying Progeny and Derived Materials, and Recipient Investigator shall provide IU with written certification of their destruction, unless permission to retain Material is specifically provided in writing by IU to Recipient Institution. Termination of this Agreement shall not affect any obligations or duties that have accrued under this Agreement prior to termination including obligations under clauses 7-9.
12. Recipient shall be responsible for shipping fees associated with the transfer of Material under this Agreement. Recipient shall provide their courier name and account number to the Indiana Biobank prior to transfer of Material. No other transmittal fee is owed by Recipient for transfer of Material.
13. Subjects from whom Material has been obtained and provided to the Indiana Biobank at IU may decide to withdraw consent for use of Material. In the event the Indiana Biobank is notified that consent for use of Material has been withdrawn, the Indiana Biobank at IU may notify all recipients of that particular Material if required to do so under the Informed Consent form for that Material. If so notified, Recipient shall immediately destroy the applicable Material, including the Original Material, Progeny, and Derived Material. Upon IU's request Recipient shall provide IU with a written certification of destruction.

- 14. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements, promises or understandings, written or verbal, relating to the subject matter hereof. This Agreement and any attachments hereto may not be altered, modified, or waived in whole or in part, except in writing signed by both parties.
- 15. This Agreement is not assignable, whether by operation of law or otherwise, without the consent of the other party hereto (which shall not be unreasonably withheld, or denied).
- 16. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date by their authorized representatives.

**Agreed:**

**Trustees of Indiana University**

**Recipient Institution:**

By: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

By: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

**Read and Acknowledged:**  
 Indiana Biobank Scientific Director

**Read and Acknowledged:**

By: \_\_\_\_\_  
 Name: Tatiana M. Foroud, Ph.D.  
 Title:

By: \_\_\_\_\_  
 Recipient Investigator  
 Name:  
 Title:

Legal Address:  
 Office of Research Administration  
 980 Indiana Avenue, LV2232  
 Indianapolis, IN 46202

Correspondence Address:  
 Indiana Biobank  
 Tatiana M. Foroud, Ph.D.  
 410 West 10<sup>th</sup> Street, HS 4000  
 Indianapolis, IN 46202-3002

**APPENDIX A**

Generic Description of Material:

Research Project: