

**FOUNDATION FOR PERIPHERAL NEUROPATHY
MATERIAL TRANSFER AGREEMENT
FOR THE TRANSFER OF MATERIALS FROM IU**

This Material Transfer Agreement (“MTA”) is made and adopted for use between The Trustees of Indiana University, an educational institution organized under the laws of the State of Indiana (hereinafter “IU”) through the **Peripheral Neuropathy Research Registry** (hereinafter “PNRR”), the **Foundation for Peripheral Neuropathy** (hereinafter “Foundation”) and _____ (“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 the PNRR was established by the Foundation to promote collaborative multi-institutional research related to Peripheral Neuropathy.

WHEREAS IU receives Original Material and Associated Phenotypic Data (both as defined below) from participating PNRR study sites (each, a “Provider”);

WHEREAS Recipient Investigator desires to obtain from IU certain Research Material (as defined below);

WHEREAS IU, contingent upon Recipient and Recipient Investigator being found to be a qualified investigator, as determined by the Foundation Scientific Advisory Committee, will distribute certain Research Material to the Recipient for the development of Analysis Data (as defined below)

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:

I. DEFINITION OF TERMS: As used herein, the following terms shall have the following meanings:

1. "Original Material" shall be defined as the human biological samples maintained in the PNRR at IU, which are maintained by IU pursuant to IU's obligations to Foundation.
2. "Associated Phenotypic Data" is defined as de-identified data, including demographic, diagnostic, and other clinically relevant information related to the Original Material, stripped of all personal identifiers and thus not able to be associated with the individuals from whom they were obtained.
3. "Research Material" is defined any Original Material, Unmodified Derivatives and/or Associated Phenotypic Data. "Unmodified Derivatives" are substances created by IU which constitute an unmodified functional subunit of the Original Material such as purified or fractionated subsets of the Original Material. Unmodified Derivatives shall include but not be limited to DNA isolated from the Original Material.
4. “Analysis Data” is defined as any de-identified data derived from genotyping, mutation analysis, single nucleotide polymorphisms (SNPs), biomarker assays, and other analyses of Research Material conducted by Recipient Investigator and other scientists under his/her supervision, stripped of all personal identifiers and thus not able to be associated with the individuals from whom the associated Research Material was obtained.

II. TERMS AND CONDITIONS

1. As Between Foundation, IU and Recipient, all Research Material is owned by and the property of Foundation. The control and distribution of the Research Material is the responsibility of IU subject to Foundation approvals and is made available as a service to qualified individuals in the research community to further research in peripheral neuropathy as such research is approved by Foundation. The amount of Research Material to be sent to Recipient will be based upon the Recipient's needs for the Research Project and will be subject to the Foundation’s Scientific Advisory Committee and Foundation's approval and the inventory of Research Material remaining.

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN EXPERIMENTS INVOLVING HUMAN SUBJECTS. The Recipient agrees to comply with all Federal rules and regulations applicable to the use and handling of the Research Material.
3. Recipient, whether it is a nonprofit or for-profit entity, will use Research Material only for research purposes solely in connection with a research project approved by the Foundation's Scientific Advisory Committee in writing ("Research Project"). The Material will be used by Recipient solely in connection with the Research Project, which is described with specificity in the Recipient Scientist's research proposal, attached to this Agreement as Appendix A.
Research Material will not be released to Recipient until IU confirms approval of the Research Project with Foundation.
4. This Agreement and all attached Appendix 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.
5. Research Material may only be used by the Recipient Investigator and/or those individuals under his/her supervision in connection with the Research Project. The Research Material will not be further distributed by the Recipient. The Recipient shall refer any third-party request for the Research Material to Foundation or IU.
6. Recipient must share Analysis Data derived from the Research Material pursuant to the Recipient's contractual obligations to Foundation. Such Analysis Data will be submitted back to IU for upload to a database of all Analysis Data ("Shared Analysis Database"), which Shared Analysis Database will be shared and accessed by third parties as permitted by Foundation policies and procedures. The method of data submission will be determined at the time of the agreement based on compatible technology resources. The PNRR Shared Analysis Database will make the Analysis Data and Associated Phenotypic Data available to qualified investigators approved by Foundation for secondary analysis in accordance with standards established by the Foundation. The Recipient Investigator agrees to provide such Analysis Data as soon as possible, but no later than immediately upon acceptance of data for publication or public disclosure of a submitted patent application, and/or as agreed upon with the PNRR at the time the Research Material request is submitted.
7. The Recipient Investigator will acknowledge the contribution of Foundation, IU, and all PNRR Consortium Members as identified by Foundation pursuant to the Recipient's contractual obligations to Foundation, in any and all oral and written presentations, disclosures, and publications resulting from any and all analyses of the Research Material.
8. Any Research 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.
9. By accepting this Research Material, the undersigned Recipient Institution assumes full responsibility for the safe and appropriate handling of the Research Material. Unless prohibited by law, Recipient assumes all liability for claims for damages which may arise from the use, storage or disposal of the Research Material except that, to the extent permitted by law, IU shall be liable to Recipient when the damage is caused by the gross negligence or willful misconduct of IU.
10. 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 IU any use or disclosure not provided for by this Agreement of which it becomes aware.

11. IU or Foundation may terminate this Agreement if the Recipient is in default of any of the terms specified herein and if the default has not been remedied within thirty (30) days after the date of written notice by IU or Foundation of such deficit. Upon termination of the Research Project, the Recipient agrees to destroy all unused Research Material, including accompanying Associated Phenotypic Data and Analysis Data generated from Recipient Investigator's use of the Research Material, and Recipient Investigator shall provide IU with written certification of their destruction, unless permission to retain Research Material and data is specifically provided in writing by IU to the Recipient Investigator. As between Foundation, IU and Recipient, all Research Material is owned by and the property of Foundation.
12. Pursuant to the Recipient's contractual obligations to Foundation, the Recipient may be required to provide a transmittal fee to reimburse the Foundation for the cost of preparation and distribution of Research Materials.
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.
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.

SIGNATURE PAGE TO FOLLOW

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

Agreed:

**THE TRUSTEES OF
INDIANA UNIVERSITY**

RECIPIENT INSTITUTION

**THE FOUNDATION FOR
PERIPHERAL NEUROPATHY**

By:

By:

By:

Name:

Name:

Name:

Title:

Title:

Title:

NR _____

Date:

Date:

Date:

Legal Address:

Address:

Address:

Office of Research Administration
509 E. 3rd Street
Bloomington, IN 47401-3654

Read and acknowledged by:

IU INVESTIGATOR

RECIPIENT INVESTIGATOR

By:

By:

Name: Tatiana M. Foroud, PhD

Name:

Title:

Title:

Date:

Date:

Address:

Address:

410 West 10th Street, HS 4000
Indianapolis, IN 46202-3002

Appendix A.

RESEARCH MATERIAL REQUESTED BY RECIPIENT TO BE PROVIDED BY IU

Recipient Investigator's address for receipt of the Research Material(s):

Recipient Investigator's contact information (including after-hours telephone number):

Please list the Research Material(s) being requested from IU (using specific identifiers for each Research Material) (attach separate page(s) as necessary):

Please identify the Research Project in which the Research Material(s) listed above will be used (attach separate page(s) as necessary):

Please specify the specific Analysis Data that will be generated in the Research Project (attach separate page(s) as necessary):

Read and acknowledged by:

IU INVESTIGATOR

RECIPIENT INVESTIGATOR

By:

By:

Name: Tatiana M. Foroud, PhD

Name:

Title:

Title:

Recipient Institution Name:

Date:

Date:

Address:

Address:

Indiana University Genetics Biobank
410 West 10th Street, HS 4000
Indianapolis, IN 46202-3002