

MATERIAL TRANSFER AGREEMENT
FOR THE TRANSFER OF MATERIALS FROM IU

This Material Transfer Agreement ("MTA") is effective beginning on the date of the latter of two authorized signatures of the parties. The parties in this agreement are the **Trustees of Indiana University**, an educational institution established under the laws of the State of Indiana, with offices at 980 Indiana Avenue, LV2232, Indianapolis, IN 46202, on behalf of its DNA and Cell Laboratory ("IU"), and [] located at [] ("RECIPIENT").

Whereas the Peripheral Neuropathy Research Registry (PNRR) was established by the Foundation for Peripheral Neuropathy (Foundation) to promote collaborative multi-institutional research related to Peripheral Neuropathy.

Whereas IU will receive Original Material and Associated Phenotypic Data (both as defined below) from participating peripheral neuropathy study sites, and public and private sector investigators as approved by Foundation (each, a "Provider");

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

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

Therefore, Recipient and IU enter into the following agreement governing the transfer and use of Research Material, as well as any resultant Analysis Data:

1. "Original Material" shall be defined as the human biological samples maintained in the PNRR at the IU DNA and Cell Laboratory, 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" means 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) 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.

5. 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.
6. 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.
7. Recipient, whether it is a nonprofit or for-profit entity, will use Research Material only for non-commercial research purposes solely in connection with a research project approved by the Foundation's Scientific Advisory Committee in writing ("Research Project"), which Research Project must be identified in the *Addendum to the Material Transfer Agreement for the Transfer of Materials from IU* (Appendix A) applicable to the request for Research Material. IU and Recipient agree that subsequent transfers of Research Material from IU to Recipient will be made using a separate *Addendum to the Material Transfer Agreement for the Transfer of Materials from IU* (Appendix A). Research Material will not be released to Recipient until IU confirms approval of the Research Project with Foundation.
8. 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 or Recipient Investigator. The Recipient or Recipient Investigator shall refer any third party request for the Research Material to Foundation or IU.
9. Recipient Investigators using Research Material from IU I 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.
10. The Recipient Investigator will acknowledge the contribution of IU, 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.
11. Any Research Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. All human tissue cells have the potential for carrying viruses, latent viral genomes, and other infectious agents in a non-apparent state. Accordingly, the Recipient shall adhere to the applicable guidelines

for appropriate laboratory procedure. By accepting this Research Material, the undersigned Recipient Institution assumes full responsibility for the safe and appropriate handling of the Research Material. THE PROVIDER OF THE RESEARCH MATERIAL, FOUNDATION, AND 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 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.

12. The Recipient agrees that neither the Research 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 whom the Research Material was derived.
13. IU 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 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.
14. Subjects from whom Research Material has been derived and provided to IU may decide to withdraw consent for use of the Research Material in the PNRR. In this event, the Provider of such Research Material for which consent was obtained shall notify IU that consent has been withdrawn and that the applicable Research Materials in IU's possession should be destroyed. The requisite approval and informed consent the source of the Research Material shall state that IU and Foundation will not request the destruction or deletion of Research Materials previously distributed to any approved Recipient(s). Analysis Data derived from the Research Material prior to the withdrawal of consent will not be destroyed, however if consent is withdrawn further transfer of such Research Materials under the *Addendum to the Material Transfer Agreement for the Transfer of Materials from IU* (Appendix A) will not be possible.
15. The Research Material is provided to Recipient with a transmittal fee to reimburse the IU DNA and Cell Laboratory in a cost-recovery model for preparation and distribution of Research Materials.
16. The Recipient, Recipient Investigator, Indiana University and a representative from the DNA and Cell Laboratory must sign both copies of this agreement and return one signed copy to IU. IU will then send the Research Material to Recipient Investigator. The type of Research Material, along with the method of transmission, will be determined at the time of the agreement based on the type and quantity of material requested.

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Investigator Name: _____

Recipient Institution: _____

Address: _____

Phone: _____

Fax: _____

E-mail address: _____

Certification of Recipient Investigator: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Research Material.

Recipient Investigator Signature

Date

Name & Title of Recipient Authorized Official: _____

Signature of Authorized Official of Recipient

Date

IU INFORMATION and AUTHORIZED SIGNATURE

Name & Title of DNA and Cell Laboratory Representative: Tatiana Foroud, Ph.D.

Signature of DNA and Cell Laboratory Representative

Date

Name & Title of IU Authorized Official: Marie C. Kerbeshian, Ph.D.
Vice President, Office of Technology Commercialization

Signature of Authorized Official

Date

CORRESPONDENCE ADDRESS:

IURTC – Office of Technology Commercialization
351 West 10th Street
Indianapolis, IN 46202

LEGAL ADDRESS:

Office of Research Administration
620 Union Dr., Room 518
Indianapolis, IN 46202-5167

RESEARCH MATERIAL REQUESTED TO BE PROVIDED BY IU TO RECIPIENT

Date: _____

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

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):

APPENDIX A

**ADDENDUM TO THE MATERIAL TRANSFER AGREEMENT
FOR THE TRANSFER OF MATERIALS FROM IU**

Whereas Indiana University, an educational institution organized under the laws of the State of Indiana, on behalf of its DNA and Cell Laboratory, has entered into a Material Transfer Agreement with Recipient (identified below), fully signed on _____, to provide certain Research Material to Recipient as contemplated by the aforementioned current Material Transfer Agreement between the parties;

Recipient wishes to obtain the following additional Research Materials (using specific identifiers) subject to the MTA referenced above:

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):

RECIPIENT INFORMATION and SIGNATURE

Recipient Investigator Name: _____

Recipient Institution: _____

Address: _____

Phone: _____

Fax: _____

E-mail address: _____

Certification of Recipient Investigator: I have read and understood the conditions outlined in that aforementioned Material Transfer Agreement and I agree to abide by the terms of that Agreement in the receipt and use of the Research Material.

Recipient Investigator Signature

Date

IU INFORMATION and SIGNATURE

Name & Title of DNA and Cell Laboratory Representative: Tatiana Foroud, Ph.D.

Signature of DNA and Cell Laboratory Representative

Date