

PRF Cell & Tissue Bank Material Transfer Agreement Application For Federal Government Institutions

The Progeria Research Foundation, Inc. ("PRF" or "The Foundation") is pleased to provide a statement of the 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.

The collection of material and associated data by Dr. Leslie B. Gordon of Tufts University and Rhode Island Hospital was funded by The Foundation. The Foundation believes that research on this group of diseases will progress most quickly if both the materials and any derivatives of those materials are freely available to the entire community of researchers. Our hope is that others who originate materials will take a similar position.

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. The Progeria Research Foundation blinds all the samples and donor materials with a numerical identification code to ensure privacy and confidentiality.

Attempts to notify donor families are strictly prohibited. By accepting materials the Recipient agrees that no attempt will be made to break donor confidentiality. Further donor access for clarification or other reasons shall be through The Foundation.

This agreement must be renewed every three years.

The material provided by PRF is to be used solely in PI's laboratory by the PI and those working under the PI's supervision, for the project specified. A new Application and supporting documentation (see last paragraph) must be submitted to PRF if:

1. The cells are to be used for a different project;
2. The PI, Recipient, or laboratory/department (even if within the same Recipient Institution) is different than specified in this Application .
3. PI and Recipient agree to not transfer the material to third parties either within its institution or at another institution but rather to refer any requests for material to PRF.

This material originated with human patients and their family members and may have hazardous properties. Recipient attests to the fact that the PI and others who may be exposed to the Material are adequately skilled in the precautions that should be used in working with human-derived material.

No indemnification for any loss, claim, damage or liability is intended or provided by any party under this agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of its activities under this agreement, except that the Recipient, as an agency of the United States, assumes liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

THE FOUNDATION 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.

PI and Recipient agree to use the material in compliance with all applicable Federal and State laws and regulations and with all applicable guidelines of the National Institutes of Health.

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.

PI and Recipient agree to provide The Foundation (at its request), without cost, with a reasonable amount of any derivative of the material that it makes in the course of its research program for non-commercial research purposes after PI/Recipient has publicly disclosed or reasonably characterized such material. Furthermore PI/Recipient grant The Foundation the right to distribute such derivatives to non-profit third parties under similar conditions to those in this Agreement. Recipient also agrees to continue its current policy of retaining the right to grant research licenses to 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.

Recipient will notify The Foundation immediately upon filing a patent application on any invention its employees make while using the Material furnished to it under this agreement. Recipient will, if consistent with the interests of the Public Health Service, after due consideration of its application and other applications pending, and pursuant and subject to the terms of 35 USC Sections 207, 208, and 209, and the implementing regulations, grant The Foundation's request for a non-exclusive, partially-exclusive, or exclusive royalty-bearing license to make, use, and/or sell products embodying the invention.

This agreement places no restriction on PI and Recipient's ability to publish the results of research using the material. However, PI and Recipient agree to acknowledge The Foundation and its Cell & Tissue Bank as the source of material in any oral presentation or written publication. PI and Recipient agree to send two copies of any publication resulting from its studies with the material to PRF.

PRF incorporates the Application for Cells or DNA, and the PRF Cell & Tissue Bank Agreement hereto; all of these documents must be executed and submitted, along with a letter confirming approval of the project by the Institution where the project will take place.

Signatures

Recipient Institution Principal Investigator

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Authorized Official

Name: _____

Title: _____

Signature: _____

Date: _____

Approved by The Progeria Research Foundation, Inc.

Name: Audrey Gordon

Title: Executive Director

Signature: _____

Date: _____