**The Michael J. Fox Foundation for Parkinson’s Research (MJFF)**

**MASTER MATERIAL TRANSFER AGREEMENT:**

**For Transferring Research Material from the biorepositories established by The Michael J. Fox Foundation for Parkinson’s Research**

This Master Material Transfer Agreement (“**MTA” or “Master Agreement”**) has been adopted for use by The Michael J. Fox Foundation for Parkinson’s Research (“**MJFF”**) specifically for transferring research material from MJFF affiliated biorepositories at Indiana University (“REPOSITORY”) to researchers at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“RECIPIENT INSTITUTION”) who wish to conduct scientific research using such material in accordance with the guidelines set forth by MJFF. This Agreement is effective as of date of the last signature below (“Effective Date”).

**WHEREAS,** REPOSITORY is a research institution contracted by MJFF to process, store, and ship biomaterials on behalf of MJFF.

**WHEREAS,** RECIPIENT INSTITUTION desires to receive RESEARCH MATERIAL (as defined below) to be used by RECIPIENT INVESTIGATOR solely in connection with a research project detailed on an Appendix A that is approved to receive RESEARCH MATERIAL by MJFF appointed persons or committees (“RESEARCH PROJECT”). In no event shall the RESEARCH MATERIAL be used for any purpose other than research approved by MJFF.

**WHEREAS**, REPOSITORY agrees to distribute approved RESEARCH MATERIAL to RECIPIENT INSTITUTION solely for use under the direction and supervision of RECIPIENT INVESTIGATOR named in an Appendix A for research which may include isolation of Unmodified Derivatives. RECIPIENT INSTITUTION and RECIPIENT INVESTIGATOR together are referred to as “RECIPIENT” herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, REPOSITORY will provide RECIPIENT with the agreed upon RESEARCH MATERIALS subject to the following terms and conditions:

1. Definitions:
	1. **ASSOCIATED PHENOTYPIC DATA**: deidentified data on family structure, age, sex, vital status, psychopathology, diagnosis, and other clinically relevant associated phenotypic information, stripped of all personal identifiers and thus unlinkable to the individuals from whom they were obtained.
	2. **CELL LINE MANUFACTURER:** The organization that generated the cell lines from the original biological material as identified in Appendix B and/or C.
	3. **DONOR**: Organization and representatives thereof contributing material(s) to the MJFF Biorepository.
	4. **REPOSITORY**: Biorepositories at Indiana University, a research institution contracted by MJFF to process, store, and ship biomaterials on behalf of MJFF.
	5. **RESEARCH MATERIAL**: the biological material from humans including the biological samples and the Associated Phenotypic Data (jointly referred to herein as “Original Research Material”) transferred from IU’s MJFF Biorepository facility to Recipient Institution as well as Progeny and/or Unmodified Derivatives thereof, including stem cells derived therefrom.
	6. **UNMODIFIED DERIVATIVES:** shall mean substances created or isolated by the Recipient which constitute an unmodified functional subunit or product of 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 biological samples of the Original Research Material, any and all genetically unmodified cells or cell lines created by or isolated from use of the biological samples of the Original Research Material. In addition, Substances created from or isolated from the RESEARCH MATERIAL transferred to RECIPIENT from REPOSITORY which constitute modified or unmodified iPSCs, functional subunits or products of the RESEARCH MATERIAL. Examples of UNMODIFIED DERIVATIVES also include, but are not limited to: any and all unmodified or modified pluripotent substances that are stem cells or cell lines (PLURIPOTENT DERIVED MATERIALS), substances that are cells derived from RESEARCH MATERIAL that are not pluripotent (DIFFERENTIATED DERIVED MATERIALS), and purified or fractionated subsets of any of the foregoing substances, including but not limited to nucleic acids.
	7. **PROGENY:** Unmodified descendant from the RESEARCH MATERIAL, such as cell from cell, or organism from organism.
2. The RESEARCH MATERIAL listed on Appendix A is made available by MJFF through the REPOSITORY to the RECIPIENT as a service to the research community.
3. All RESEARCH MATERIALS that transfer from REPOSITORY to RECIPIENT INSTITUTION under this Master Agreement will be described specifically on an ADDENDUM TO THE MASTER MATERIAL TRANSFER AGREEMENT: RESEARCH MATERIAL TO BE PROVIDED BY REPOSITORY TO RECIPIENT attached hereto and incorporated herein as an Appendix A. Any subsequent request for additional RESEARCH MATERIAL under this Master Agreement may require submission of additional Appendix A documents. Therefore, there may be multiple Appendix A documents attached to this Master Agreement. Each will be signed by the RECIPIENT INVESTIGATOR, an appointed MJFF representative, and a REPOSITORY Core Leader and will be subject to the terms and conditions of this Master Agreement. REPOSITORY shall provide RECIPIENT with RESEARCH MATERIAL described on a fully executed Appendix A. REPOSITORY shall have sole discretion whether to add a new Appendix A under this Master Agreement.
4. This RESEARCH MATERIAL represents a significant investment on the part of those who deposited the material and others, including MJFF. This RESEARCH MATERIAL is provided to RECIPIENT INSTITUTION under this Master Agreement solely for use by RECIPIENT INVESTIGATOR, identified on the Appendix A, or others at RECIPIENT INSTITUTION as approved by RECIPIENT INVESTIGATOR in furtherance of research as specifically described in an Appendix A, attached hereto and incorporated herein. To be clear, each Appendix A signed by RECIPIENT INVESTIGATOR shall describe the RESEARCH MATERIALS that will transfer from REPOSITORY to RECIPIENT INSTITUTION and the RESEARCH PROJECT for which they will be used by the RECIPIENT INVESTIGATOR and those under their direction and supervision under the terms and conditions of this Master Agreement.
5. If RESEARCH MATERIAL includes cell lines, RECIPIENT agrees to and the RESEARCH MATERIAL received by RECIPIENT are subject to the additional terms and conditions of: i) Appendix B attached hereto for RESEARCH MATERIAL manufactured by FUJIFILM Cellular Dynamics, Inc. and/or Appendix C for RESEARCH MATERIAL manufactured by New York Stem Cell Foundation attached hereto, whichever is the applicable CELL LINE MANUFACTURER of the RESEARCH MATERIAL received by RECIPIENT from REPOSITORY (the “Applicable Appendix”); and ii) Appendix D attached hereto for additional terms and conditions related to cell lines, which Applicable Appendix and Appendix D are hereby incorporated in and made a part of the Master Agreement.
6. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN ANY PROVISION IN ANY OTHER SECTION OF THIS AGREEMENT OR ANY GUIDELINE, POLICY, OTHER AGREEMENT (INCLUDING THE PPMI CELL LINES USE AGREEMENT) OR DOCUMENT ENTERED INTO OR SUBMITTED BY RECIPIENT, OR OTHERWISE APPLICABLE, IN CONNECTION HEREWITH AND THE APPLICABLE APPENDIX, THE PROVISION THAT IS MORE RESTRICTIVE SHALL APPLY AND WILL BE GIVEN EFFECT IN LIEU OF THE OTHER PROVISION. IN THE EVENT OF ANY AMBIGUITY REGARDING WHETHER ANY PROVISION IN ANY OTHER SECTION OF THIS AGREEMENT OR ANY GUIDELINE, POLICY, OTHER AGREEMENT (INCLUDING THE PPMI CELL LINES USE AGREEMENT) OR DOCUMENT ENTERED INTO OR SUBMITTED BY RECIPIENT, OR OTHERWISE APPLICABLE, IN CONNECTION HEREWITH OR ANY PROVISION IN THE APPLICABLE APPENDIX IS THE MORE RESTRICTIVE PROVISION, THE PROVISION IN THE APPLICABLE APPENDIX SHALL APPLY AND WILL BE GIVEN EFFECT IN LIEU OF THE OTHER PROVISION.
7. The RESEARCH MATERIAL may not be used in human subjects, including for purposes of diagnostic testing. The RESEARCH MATERIAL will only be used for research purposes by RECIPIENT INVESTIGATOR at a RECIPIENT INSTITUTION laboratory, for the RESEARCH PROJECT, under suitable containment conditions.  The RESEARCH MATERIAL will not be used for screening, production, or sale, for which a commercialization license may be required.
8. The RESEARCH MATERIAL obtained from the REPOSITORY by the RECIPIENT and any subsequent PROGENY or UNMODIFIED DERIVATIVES will not be further distributed to any parties not specifically mentioned as co-applicants or collaborators in the RESEARCH PROJECT without written approval from MJFF. RECIPIENT INVESTIGATOR agrees to retain control over the RESEARCH MATERIAL and not to transfer the RESEARCH MATERIAL or any part or derivative thereof to other individuals not under their direct supervision. The RECIPIENT shall refer any request for use of the RESEARCH MATERIAL by anyone other than the RECIPIENT INVESTIGATOR for the RESEARCH PROJECT to MJFF.
9. This Agreement acknowledges that MJFF has rights of disposition to the RESEARCH MATERIAL, as well as any PROGENY and/or UNMODIFIED DERIVATIVES. RECIPIENT shall have the discretion whether to accept RESEARCH MATERIAL from REPOSITORY. Should RECIPIENT choose not to accept any RESEARCH MATERIAL, RECIPIENT shall notify REPOSITORY and MJFF immediately in writing. This Agreement does not transfer ownership of the RESEARCH MATERIAL.
10. RECIPIENT shall not claim any intellectual property rights, including, without limitation, patent, copyright or trademark rights, in the RESEARCH MATERIAL. Any intellectual property rights in or to any derivative or modification of, or result from, the RESEARCH MATERIAL created or generated by RECIPIENT, shall be governed by any, if any, MJFF Biospecimen Use Agreement executed by RECIPIENT INVESTIGATOR or RECIPIENT INSTITUTION with respect to the RESEARCH MATERIAL as identified at Appendix A.
11. RECIPIENT shall not cite the RESEARCH MATERIAL in support of any claim for RECIPIENT intellectual property rights, including, without limitation, patent, copyright or trademark rights, if such intellectual property rights are prohibited by any related MJFF Biospecimen Use Agreement executed by RECIPIENT INVESTIGATOR or RECIPIENT INSTITUTION with respect to the RESEARCH MATERIAL as identified at Appendix A, but the RESEARCH MATERIAL may be cited in any copyrighted publication or presentation.
12. In all oral presentations or written publications concerning the RESEARCH PROJECT, RECIPIENT will acknowledge MJFF’s contribution of the RESEARCH MATERIAL as outlined in the MJFF Publication Policy, provided to the RECIPIENT INVESTIGATOR at the onset of the RESEARCH PROJECT, and available to RECIPIENT upon request.
13. RECIPIENT agrees to use the RESEARCH MATERIAL in compliance with all applicable laws and the guidelines associated with the MJFF Biospecimen Use Agreement, provided to the RECIPIENT INVESTIGATOR at the onset of the RESEARCH PROJECT, and available to RECIPIENT upon request.
14. Upon completion or termination of the RESEARCH PROJECT, RECIPIENT shall return all unused RESEARCH MATERIAL to the REPOSITORY for generation of reference pools or destroy or otherwise dispose of all unused RESEARCH MATERIAL in accordance with applicable law, at the expense, direction, and request of MJFF, unless MJFF otherwise provides written permission to RECIPIENT for a different result. To use the RESEARCH MATERIAL for any purpose other than the RESEARCH PROJECT, RECIPIENT must submit a new proposal to MJFF seeking approval to utilize the RESEARCH MATERIAL for this new project.
15. Any RESEARCH MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. DONOR, MJFF, AND REPOSITORY MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the RESEARCH MATERIAL and DONOR, CELL LINE MANUFACTURER (if RESEARCH MATERIAL includes cell lines), MJFF, and REPOSITORY disclaim any liability or responsibility for such claims or damages.
16. When RECIPIENT receives coded, de-identified biospecimens, RECIPIENT will not attempt to establish the identity of or contact any study subjects. RECIPIENT shall guarantee that all possible measures are taken to ensure the protection of subject anonymity, privacy, and medical confidentiality.
17. Unless prohibited by law from doing so, RECIPIENT agrees to defend, hold harmless and indemnify DONOR, CELL LINE MANUFACTURER (if RESEARCH MATERIAL includes cell lines), MJFF, and REPOSITORY for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.
18. MJFF may terminate this Agreement if the RECIPIENT is in breach of any of the terms specified herein and if the deficit has not been remedied within thirty (30) days of written notice by MJFF of such breach. Upon termination under this clause, the RECIPIENT agrees to, at the direction of MJFF, return RESEARCH MATERIAL to REPOSITORY for generation of reference pools, destroy or otherwise dispose of all unused RESEARCH Material, including accompanying PROGENY and UNMODIFIED DERIVATIVES, and RECIPIENT shall provide MJFF with written certification of their return or destruction, unless permission to retain RESEARCH Material is specifically provided in writing by MJFF to Recipient Institution.
19. This Master Agreement and attached Appendices 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/thereto may not be amended or waived in whole or in part, except in writing signed by both parties.
20. This Master Agreement is intended to be severable, and the invalidity and/or unenforceability of any clause of this Master Agreement, or part thereof shall not affect the validity and/or enforceability of any other clause or part thereof to the extent not invalidated or held unenforceable.
21. This Master 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).

*Signatures on following page*

**NAME OF RECIPIENT INSTITUTION:**

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**AUTHORIZED RECIPIENT INSTITUTION OFFICIAL**

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**REPOSITORY CORE LEADER**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mailing Address: Indiana University School of Medicine

Department of Medical & Molecular Genetics

Hereditary Genomics Division

410 West 10th Street, HS 4000

Indianapolis, IN 46202-3002

**REPOSITORY INSTITUTIONAL OFFICIAL**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mailing Address: Indiana University

Office of Research Administration

509 E. 3rd Street

Bloomington, IN 47401

*Signatures continue on following page*

**THE MICHAEL J. FOX FOUNDATION FOR PARKINSON’S RESEARCH**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mailing Address: The Michael J. Fox Foundation for Parkinson’s Research

Grand Central Station
P.O. Box 4777
New York, NY 10163-4777

USA