



Consortium for Outcome Measures and Biomarkers in Neurodevelopmental Disorders

MATERIAL TRANSFER AGREEMENT

This material transfer agreement ("Agreement") is dated and effective as of the date of last signature (the "Effective Date") and is made by and between COMBINEDBrain, Inc ("BIOREPOSITORY") a non-profit entity organized and existing under the laws of the state of Tennessee, United States of America, and having its principal office at 1510 Old Hickory Blvd., Brentwood, TN 3702, and the [Foundation Name] ("FOUNDATION"), a non-profit entity organized and existing under the laws of the state of [State], United States of America, and having its principal office at [Address [Institution/Company] ("FACILITY"), the state of [insert State], and [Recipient Researcher] ("RECIPIENT") whose administrative offices are at [address]. The BIOREPOSITORY, FOUNDATION and RECIPIENT are referred to herein, on occasion, separately as a "PARTY" or together as the "PARTIES".

The purpose of this Agreement is to provide a record of the biological material transfer and to memorialize the agreement between the FOUNDATION and BIOREPOSITORY, together, and the HOLDER to abide by all terms and conditions of this material transfer agreement, the Uniform Biological Material Transfer Agreement, and the Additional Terms (collectively, the "Agreement"). Upon specifying the material to be transferred and execution of this Agreement by RECIPIENT's Authorized Institutional Official and RECIPIENT SCIENTIST, the Agreement shall be deemed fully executed and effective as of the last RECIPIENT signature date.

ARTICLE 1 – DEFINITIONS

1.1 BIOREPOSITORY: The COMBINEDBrain Organization which is storing and providing the ORIGINAL MATERIAL. The name and address of this party will be specified in Appendix B.

1.2 FOUNDATION: the Patient Advocacy Foundation that is organizing the collection of the ORIGINAL MATERIAL

1.3 BIOREPOSITORY CONTACT: The name and address of this party will be specified .

1.4 RECIPIENT: Research organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified below.

1.5 RECIPIENT CONTACT: The name and address of this party will be specified below.



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1.6 ORIGINAL MATERIAL: The description of the material being transferred will be specified in Appendix A and Appendix B.

1.7 MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFICATIONS. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFICATIONS.

1.8 PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

1.9 UNMODIFICATIONS: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the DONOR, or monoclonal antibodies secreted by a hybridoma cell line.

1.10 MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL, such as cell cultures, or transformed cell types modified by the RECIPIENT.

1.11 COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including 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 or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

1.12 NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies. "Recipient's Research Project" means the research project described with specificity in Appendix A attached hereto and incorporated herein by reference as a part of this Agreement.



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1.13 “RESEARCH RESULTS” means all data and information created in the performance of RECIPIENT’s Research Project and includes, but is not limited to, test results, processes, formulations, technical information, data, reports, photographs, drawings or know-how. Subject to clause 2.1, RESEARCH RESULTS shall be owned by the RECIPIENT (except that the BIOREPOSITORY and the FOUNDATION retain ownership rights to any MATERIAL included therein).

ARTICLE 2 – TERMS

2.1 The MATERIAL is the property of the FOUNDATION and is to be used by the RECIPIENT solely for research and evaluation in accordance with the RECIPIENT’s Research Project outlined in Appendix A and Appendix B. The BIOREPOSITORY requests notification of any COMMERCIAL purpose, including but not limited to the sale, manufacture, lease, license, or other transfer of the MATERIAL to a third party.

2.2 The role of the BIOREPOSITORY is to collect biosamples at the request of the FOUNDATION from patients with appropriate consenting processes, to store the samples and associated data, and to distribute the samples and data as allowed by the official protocol, and as directed by an internal governance committee, which includes at least one representative of the FOUNDATION.

2.3 The MATERIAL as part of this Agreement will be provided to third parties without personal identifying information.

2.4 If the MATERIAL has not been used for scientific research within 12 months of execution of this Agreement, the MATERIAL will be returned to the BIOREPOSITORY.

2.5 All information and communication regarding Research Results will be kept confidential by the BIOREPOSITORY, FOUNDATION and the RECIPIENT.

2.6 The RECIPIENT will acknowledge the FOUNDATION in any publication that contains data or information about the MATERIAL by using the following statement: “This research was made possible through the **XX Foundation**, with samples available from the COMBINEDBrain Biorepository.” In addition, the RECIPIENT will notify the BIOREPOSITORY of such publication in writing.

2.7 RECIPIENT acknowledges that the BIOREPOSITORY administers the MATERIAL by serving as the repository and distributor of the lines (“Administrator”). RECIPIENT acknowledges that BIOREPOSITORY also references and includes Administrator for any



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sections of the MTA that affect Administrator's work on behalf of BIOREPOSITORY in administration of this Agreement, except for sections referring to FOUNDATION Ownership or Intellectual Property rights.

2.8 The RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. Neither the BIOREPOSITORY nor the FOUNDATION shall be liable to the RECIPIENT for any loss, claim, or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to, or arising from, the use of the MATERIAL by RECIPIENT. RECIPIENT shall indemnify, defend and hold harmless, BIOREPOSITORY and FOUNDATION from any claim asserted against them arising from the use of the MATERIAL by RECIPIENT, its agents or employees, except to the extent caused by the gross negligence or willful misconduct of the BIOREPOSITORY or the FOUNDATION.

2.9. The Recipient shall maintain adequate liability insurance for the customary risks that arise in the ordinary course of its business and in respect to its potential liabilities under this Agreement.

2.10 Upon execution of this Agreement, The BIOREPOSITORY shall forward to the RECIPIENT the MATERIAL described in Appendix B - Materials Ordered. The BIOREPOSITORY shall make one (1) shipment no later than fifteen (15) calendar days after execution of this Agreement.

2.11 Within forty-five (45) calendar days of execution of this Agreement, the RECIPIENT shall pay the sum of XXX dollars (USD) as described in Appendix B - Materials Ordered, plus an additional amount approximately equal to out-of-pocket costs incurred by the BIOREPOSITORY in connection with preparing and shipping the quantity of the MATERIAL. The BIOREPOSITORY will notify the RECIPIENT of the amount of such additional costs as soon as reasonably possible after shipment of the MATERIAL.

2.12 Payment shall be made by direct deposit, check or money order payable to "COMBINEDBrain, 1510 Old Hickory Blvd, Nashville, Tennessee 37027" with reference to this agreement and remitted to the address for the BIOREPOSITORY as specified in Appendix C - Payment Instructions.

2.13 This Agreement shall remain valid until terminated by any Party with written notice prior to shipment of MATERIAL.

ARTICLE 3 - ACKNOWLEDGEMENT AND RETURN

3.1 RECIPIENT acknowledges that the ORIGINAL MATERIAL was made using third-party technologies and materials that are subject to the terms below. RECIPIENT



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understands that some uses of the MATERIAL may require a license from the third party material provider and BIOREPOSITORY accepts no liability in relation thereto.

3.2 If RECIPIENT is a BIOREPOSITORY-approved core facility and such RECIPIENT receives the MATERIAL under a Core Facility Material Transfer Agreement, such RECIPIENT shall incorporate their institution name into the name of the MATERIAL distributed to RECIPIENT Investigators and will acknowledge BIOREPOSITORY and FOUNDATION and their expansion/scale-up of the MATERIAL in any publication that contains data or information about such expanded/scaled-up MATERIAL. RECIPIENT shall use the following statement when acknowledging the MATERIAL in any publication: “This research uses [insert description of biological samples] core facility expanded cell lines made possible through the **XX Foundation**, available from The COMBINEDBrain Biorepository.” In addition, RECIPIENT SCIENTIST will notify BIOREPOSITORY of such publication by sending an email to biorepository@combinedbrain.org.

ARTICLE 4 - RETURN OF MATERIAL

4.1 RECIPIENT may choose or agree to return MATERIAL to BIOREPOSITORY as described in APPENDIX D. This may include ORIGINAL MATERIAL, PROGENY, UNMODIFICATIONS or MODIFICATIONS. MODIFICATIONS returned to the BIOREPOSITORY shall use the naming convention and acknowledgement as described in 3.2 above. In addition, BIOREPOSITORY shall notify RECIPIENT of any publication using such material by sending an email to the RECIPIENT SCIENTIST.

4.2 RECIPIENT agrees to provide protocols used for modification of any MATERIAL returned to BIOREPOSITORY.

4.3 BIOREPOSITORY agrees to reimburse RECIPIENT for returned MATERIAL as described in APPENDIX D.

In witness whereof, the parties have duly executed this Agreement as of the Effective Date.

AGREED BY:

The COMBINEDBrain Biorepository
“BIOREPOSITORY”



Consortium for Outcome Measures and Biomarkers in Neurodevelopmental Disorders

Terry Jo Bichell, MPH, PHD {or Anna
Pfalzer, PhD}
Director {or Chief Science Officer}

Date: _____

[Recipient Institution]
"RECIPIENT"

[Recipient Scientist]
"RECIPIENT SCIENTIST"

Name of authorized Representative
Title

Date: _____

Name of Principal Investigator
Title

Date: _____



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APPENDIX A: Brief Description of RECIPIENT'S Research Project

APPENDIX B: Materials Ordered and Sample Shipping Information

Type	Label	Description	Number	Cost
I.e. iPSCs		2ml cryovial	1 vial	
			Est Shipping	
Estimated Total				

GENETIC INFO:

Label	Description	Notes

APPENDIX C - Payment Instructions

Payment for samples will be made to COMBINEDBrain within thirty days of receipt of a valid invoice. Please email biorepository@combinedbrain.org for billing details or information.



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APPENDIX D - Return of MATERIAL to BIOREPOSITORY

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APPENDIX D: Materials To Be Returned

Type	Label	Description	Number	Reimbursement Amount
IPSC	-IPSC-XXXXX	2ml cryovial	1 vial	