APPENDIX F: ***To be used, when Recipient Institution of Master Agreement (herein Appendix F referred to as "Provider") transfers Derived Material to IU at the NCRAD facility.***

APPENDIX F

MATERIAL TRANSFER AGREEMENT
FOR THE TRANSFER OF DERIVED MATERIALS TO NCRAD

This Material Transfer Agreement for the Transfer of Derived Materials to NCRAD ("Appendix F") is made and entered into by and between he Trustees of Indiana University having offices at 509 East 3rd Street Bloomington IN 47401-3654, USA (hereinafter "IU") and the Providing Institution identified on the signature page below ("Provider") jointly referred to as the parties. This Appendix F is effective as of date of the last signature below ("Appendix F Effective Date") and results from the terms and conditions of the "Master Material Transfer Agreement for the Transfer of Materials from NCRAD" between the parties with an Effective Date of _____(hereinafter "Master Agreement").

Whereas IU operates the National Centralized Repository for Alzheimer's Disease and Related Dementias (NCRAD), a biorepository located within Indiana University, and which was originally established through funding from the National Institute on Aging (NIA) of the National Institutes of Health (NIH), an agency of the Public Health Service (PHS) and the U.S. Department of Health & Human Services (HHS), to help address the public health needs for continued research concerning Alzheimer's Disease and related neurological diseases and aging; and

Whereas IU provided Original Research Material to Provider;

Whereas Provider generated Derived Materials (as defined in Master Agreement) under the terms and conditions of the Master Agreement;

Whereas Provider agreed in the Master Agreement to transfer Derived Materials (defined in Master Agreement) to IU at their NCRAD facility for distribution by NCRAD to nonprofit and for-profit organizations for furthering non-commercial research concerning Alzheimer's Disease and related neurological diseases and aging;

Whereas Provider has obtained and generated Derived Material in compliance with all applicable statutes, rules, and regulations; and

Whereas Provider desires NCRAD, after consultation with the NIA and the relevant NCRAD advisory committee, to distribute Derived Material to qualified investigators in the research community.

Now Therefore, Provider and IU enter into this Appendix F governing the transfer and use of Derived Material.

1. The parties to this Appendix F are parties to the Master Agreement identified above and desire to execute this Appendix F as a result of the terms and conditions of the Master Agreement. Except as defined herein, all other capitalized terms shall be as defined in the Master Agreement.
2. The terms and conditions of this Appendix F shall be consistent with the Master Agreement.
3. Provider agrees, at its own expense, to transfer to IU (at the NCRAD facility) at least two vials of

the Derived Material(s) listed below as well as documentation adequate to enable NCRAD investigators to culture and/or maintain Derived Material. At any time, with the consent of IU, Provider may transfer additional vials of the same listed Derived Materials to IU under this Appendix F.

List Derived Materials: (Attach additional sheet if needed).

4. DERIVED MATERIAL MAY NOT BE USED IN EXPERIMENTS INVOLVING HUMAN SUBJECTS. IU agrees to comply with all Federal rules and regulations applicable to the use and handling of the Derived Material.
5. Derived Material will be used by NCRAD solely for teaching, noncommercial research purposes, and for subsequent distribution restricted to not be for Commercial Use. NCRAD will prepare and maintain Derived Material as appropriate in its facility, and will ship Derived Material to third party requesters under the terms and conditions of MASTER MATERIAL TRANSFER AGREEMENT FOR THE TRANSFER OF MATERIALS FROM NCRAD.
6. Derived Material transferred from Provider to IU pursuant to this Appendix F is understood to be experimental in nature and may have hazardous properties. 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 DERIVED MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, IU assumes liability only for claims for damages which may arise from the use, storage, or disposal of the Derived Material by IU to the extent permitted by law. All cultured animal and human tissue cells have the potential for carrying viruses, latent viral genomes, and other infectious agents in a non-apparent state. Accordingly, IU shall adhere to the applicable guidelines for appropriate laboratory procedure.
7. This Appendix F may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same agreement.

[Signatures on following page]

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

PROVIDER:

By:_____ _____

Authorized Official of Provider Date
Name:

Title:

THE TRUSTEES OF INDIANA UNIVERSITY

By: _____ _____

Authorized Official Date

Name:

Title:

Read and Understood

_____ _____

Signature of NCRAD Investigator Date

Name:

Title:

LEGAL ADDRESS:

Office for Research Administration

509 East 3rd Street

Bloomington, IN 47401-3654

oraresco@iu.edu

NCRAD ADDRESS (Programmatic Correspondence)

Division of Hereditary Genomics

Indiana University

410 West 10th Street, HS 4000

Indianapolis, IN 46202-3002