



Induced Pluripotent Stem Cells (iPSCs) Bank Material Transfer Agreement (MTA)

Please note: No changes to this MTA will be accepted other than removing the Principal Investigator from certain legal obligations if the institution has a written policy prohibiting such matters.

The SATB2 Gene Foundation, Inc ("SGF") is pleased to provide a statement of conditions under which we can share with you _____ ("Principal Investigator" or "PI") and your laboratory at _____ ("Recipient") iPSC samples ("Materials") collected from patients with SATB2-Associated Syndrome and their family members.

"Application" means the SATB2 Gene Foundation (SGF) iPSCs Application and Agreement.

"Commercial Use" means the sale, license, lease, export, transfer or other distribution of the Materials to a person or entity not party to this MTA for financial gain or other commercial purposes and/or the use of the Material: (a) to provide a service to a person or entity not party to this MTA for financial gain; (b) to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale.

"Materials" means any biological material, any Progeny, any Unmodified Derivatives and any of the foregoing materials contained or incorporated in Modifications.

"Modifications" means any substance that contains and/or incorporates a significant or substantial portion of Materials, its Progeny or Unmodified Derivatives.

"Principal Investigator (PI)" is the person requesting use of the Materials (i.e. named applicant on the "Application").

"Progeny" means an unmodified descendant from the Materials.

"Recipient" means the institution receiving Materials pursuant to this MTA.

"SGF" means the non-profit organization, the SATB2 Gene Foundation, Inc, which owns the Materials.

"Unmodified Derivatives" means substances created by PI which constitute an unmodified functional subunit or product expressed by Materials.



1. The collection of Materials was funded by SGF. SGF believes that research on this disease will progress most quickly if both the Materials and any derivatives of those Materials are freely, yet responsibly, available to the research community.

SGF retains ownership of the Materials, including any Materials contained or incorporated in Modifications (i.e. contains original Materials, Modifications, Progeny, or Unmodified Derivatives).

2. All Materials are de-identified, meaning names and patient identifiers will not be released to those requesting samples. All the Materials have numerical identification codes to ensure privacy and confidentiality.
3. Attempts to notify donor families are strictly prohibited. By accepting Materials, the PI and Recipient agree that no attempt will be made to break donor confidentiality. Further, donor access for clarification or other reasons shall be through SGF.
4. This agreement shall terminate on the date that is three (3) years from the effective date, which is the date the agreement is approved by SGF. To the extent that the PI and Recipient wish to renew this agreement, they may so apply, and SGF reserves the right to approve or deny such renewal application. Upon termination of the agreement, provide SGF with written certification that the Materials were destroyed within 90 days of the agreement termination date.
5. Permitted Use. The Materials provided by SGF, and any derivative(s) of the Material, shall be made available on a non-exclusive basis and used solely in the PI's laboratory by the PI and those working under the PI's supervision ("Authorized Users"), solely for the research project ("Research") specified in the corresponding "Application". Any Commercial Use of the Biological Material is strictly prohibited without prior written consent by SGF.

Any changes to these terms must be approved by SGF in writing, in advance of any such change, and SGF reserves all rights to withhold its approval. By way of example, a new Application and supporting documentation must be submitted to SGF, and approved by SGF in advance, if:

- a. The Materials and/or any derivative(s) of the Materials is to be used for any project other than or different from the Research; or
- b. There are any changes to the persons using the Materials and/or any derivative(s) of the Materials. For example, and without limitation, if the PI, Recipient, or laboratory/department (even if within the same institution, "Recipient") is different than specified in this Application.



The PI and Recipient acknowledge that the breach of any provision contained in Paragraph 5 shall constitute a material breach of this agreement, and that SGF shall be entitled to seek an injunction to prevent or remedy any such breach.

SGF reserves the right to seek reimbursement of reasonable attorney fees and expenses incurred to rectify any such violation, and reserves any and all additional rights and remedies for breach of such provisions.

6. This Material originated with human patients and their family members and may have hazardous properties. Recipient warrants and represents 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.
7. The PI and Recipient shall hold SGF harmless and indemnify SGF for all liabilities, demands, damages, expenses, claims and losses arising out of PI's use of the Materials.
8. SGF MAKES NO REPRESENTATIONS REGARDING THE MATERIALS 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.
9. The PI and Recipient agree to use the Materials in compliance with all applicable Federal and State laws and regulations.
10. The PI and Recipient agree that neither the Materials nor any derivative of the Materials will be administered to humans, or to animals that may be used as food.
11. The PI and Recipient agree to provide SGF (at its request), without cost, with a reasonable amount of any derivative of the Materials that it makes in the course of its Research for research purposes after the PI and Recipient have publicly disclosed or reasonably characterized such derivative. SGF may redistribute said derivative to third parties for non-commercial, research purposes upon written consent of the PI and Recipient, said consent shall not be unreasonably withheld.
12. In the event that the PI's use of the Materials and any derivative(s) of the Materials leads to the filing of a patent application or patent grant, the PI and Recipient grant SGF a non-exclusive, perpetual, irrevocable, world-wide, royalty-free license, with the right to sublicense others, to practice the patent rights for non-commercial research purposes.

13. This agreement places no restriction on the PI's ability to publish the results of Research using the Material. The PI and Recipient agree to acknowledge SGF and its iPSCs Bank as the source of material in any oral presentation or written publication, and shall provide SGF with advance notice of such written publication whenever feasible (SGF will respect the embargo of any advanced copies until the release date has passed). The PI shall send two copies of any publication resulting from its Research to SGF.

The PI should use the following language within the materials and methods section (not simply the acknowledgments) of a written publication. This wording may vary slightly, depending on which materials were supplied for the research.

“iPSC cell lines were obtained from the SATB2 Gene Foundation iPSCs Bank. The cell lines were XXX, XXX, XXX; the control lines were XXX, XXX, XXX.”

If the results of Research using the Materials will not be published, provide SGF with a summary of the experiments and results within 90 days of the agreement termination date.

14. SGF may terminate this Agreement if the PI and Recipient are 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 SGF of such breach. Upon termination under this clause, the PI and Recipient agree to, at the direction of SGF, destroy or otherwise dispose of all unused Material, and the PI and Recipient shall provide SGF with written certification of their return or destruction, unless permission to retain Material is specifically provided in writing by SGF to the PI and Recipient.
15. SGF incorporates the “Application”, hereto; once that document and this MTA document are submitted and fully executed, SGF will provide the Material.



Signatures

Recipient Institution Principal Investigator

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Institution Authorized Official

Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____

Approved by the SATB2 Gene Foundation, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____