Human Materials Transfer Agreement

From:

To:
The Regents of the University of California, on Behalf of its Los Angeles Campus ("Recipient Institution")
11000 Kinross Avenue, Suite 200
Los Angeles, CA 90095
Recipient Scientist: Gary Mathern, M.D.

The parties represented above shall be singularly referred to herein as a Party and collectively referred to as the Parties.

Material: Brain tissue, blood and available cerebrospinal fluid from a human subject

Provider Institution is willing to make the Material available as requested by Recipient Institution's subject to the following terms and conditions:

1. The above Material is made available to Recipient Institution solely for internal research at the Recipient Institution under the direction of the Recipient Scientist in research relating to the following study: **[IRB# 13-001213 Rare Brain Disease Tissue Bank]**

2. The Material provided by Provider Institution may include certain identifiers that constitute Protected Health Information ("PHI"), as defined by the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended ("HIPAA", 45 C.F.R. 160 and 164). Recipient Institution agrees to hold all such identifying information in strict confidence without limitation of time. Should a human subject from whom Material was collected object, or his/her guardian object, to the use set forth herein, then Recipient Institution agrees to promptly comply with Provider Institution's request to return or destroy any such Material and all information related thereto.

3. Provider Institution has obtained the approval of its Institutional Review Board to provide the Material, or has obtained a finding from its Institutional Review Board that no such approval is required. Recipient Institution shall be responsible for determining what approval may be required from its Institutional Review Board for the receipt and use of the Material, and for obtaining any required approval.

4. Recipient Institution agrees to use the Material in a safe manner and in compliance with all applicable laws and regulations, including National Institutes of Health guidelines.

5. The Material will not be further distributed to others without Provider Institution's written permission. The Material will not be used in humans in any way, including for purposes of diagnostic testing.

7. Provider Institution makes no claim to rights in any intellectual property Recipient Institution develops through use of the Material without intellectual contribution from Provider Institution; however, no rights are provided by either Party to the other under any patent applications, trade secrets or other proprietary rights of a Party.

8. The Material is experimental in nature and is likely to have hazardous properties. THE MATERIAL IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS, OR THAT THE

MATERIALS WILL NOT POSE A HEALTH OR SAFETY RISK. Recipient Institution assumes all liability for claims for damages against it by third parties which may arise from its receipt, use, storage or disposal of the Material, except that the Recipient Institution shall not be liable for claims arising from the Provider Institution's gross negligence or willful misconduct.

9. The Parties agree that the provisions of this Agreement are intended to be interpreted and implemented so as to comply with all applicable laws, governmental rules and regulations; however, if it is determined that any provision of this Agreement is not in such compliance, or if an Institutional Review Board or other comparable body objects to the terms of this Agreement or the provision or use of the Materials, then the Parties agree to modify that provision, or this Agreement so as to be in compliance or to be acceptable to such Institutional Review Board. If such modification is not possible, or practical, or if the Parties are unable to agree upon the modification to be made, then either Party may immediately terminate this Agreement. Provider Institution shall have the right to terminate this Agreement if Recipient Institution breaches any of its obligations or responsibilities under this Agreement, and such breach is not cured within thirty days of receipt of written notice from Provider Institution. Upon termination for any reason the Recipient Institution will, at Provider Institution's discretion, either return or destroy any remaining Material and any PHI relating thereto in accordance with applicable laws and regulations.

10. This Agreement will terminate upon completion of Recipient Institution's use of the Material. Any and all provisions of this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Agreement will survive the termination or expiration of this Agreement, as the case may be, and remain binding upon and for the benefit of the Parties hereto.

11. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement will not be assigned by Recipient Institution without the prior written consent of Provider Institution, and any purported assignment without such consent shall be void.

The Provider Institution, Recipient Institution, Provider Scientist and Recipient Scientist must all sign this agreement and return a fully executed copy to the Provider Institution.

AGREED:

Provider Institution:

By: _____
(authorized signature)
(date)
Printed Name:
Title:

Recipient Institution:

By: _____
(authorized signature)
(date)
Printed Name:
Title:

ACKNOWLEDGED:

Provider Scientist:

By: _____
(signature) (date)
Printed Name:

Recipient Scientist:

By: _____
(signature) (date)
Printed Name: Gary W. Mathern, MD