

MATERIAL TRANSFER AGREEMENT

For the submission of samples to the Scleroderma Proteomic and Clinical Core Facility

This Material Transfer Agreement (“**Agreement**”) will become effective on the date of the last signature hereto (“**Effective Date**”). _____, having its business address at _____ (hereinafter “**Provider**”), agrees to provide certain research materials to Northwestern University, a non-profit institution with its business address at 633 Clark Street, Evanston IL 60208 (hereinafter “**Recipient**”) on behalf of its Core Principal Investigator, Dr. John Varga (hereinafter “**Core PI**”), on the terms and conditions set forth in this Agreement.

WHEREAS, Recipient has established a Scleroderma Proteomic and Clinical Core Facility (“**Core**”) in order to provide quality and affordable proteomic analyses of serum samples from systemic sclerosis patients and healthy controls (“**Material**”).

WHEREAS, the purpose of the Core is to discover a minimal set of important scleroderma serum protein biomarkers using Multi-Analyte Profile® (MAP) technology developed by Myriad Rules Based Medicine (“**RBM**”) and state-of-the-art bioinformatics to accurately and reliably identify previously undefined distinct systemic sclerosis patient subtypes. To this end, the Recipient will de-identify, categorize and ship the Material to RBM for further analysis (“**Purpose**”).

WHEREAS, through its Submitting Investigator, _____, Provider desires to supply, and Recipient desires to obtain, samples of the Material for use in the Purpose or as otherwise permitted by this Agreement; and

NOW THEREFORE, to protect proprietary interests with respect to the Material and to ensure compliance with certain federal regulations, Provider agrees to transfer Material to Recipient under the following terms and conditions:

1. The Material is the property of the Provider and is made available as a service to the research community.
2. Provider and Recipient agree that any remaining Material (**please check one**):
_____ be destroyed upon completion of the Purpose.
_____ may be banked and used for future studies upon review and approval by the Proteomics Core Steering Committee, provided that such use is in accordance with the terms and conditions of this Agreement.
3. Recipient shall abide by all applicable federal, state, and local laws and regulations concerning the storage, handling, testing, transfer, transportation, use, and disposal of Material, including, but not limited to, those relating to research involving the use of human and animal subjects or recombinant DNA.
4. Unless provided for in this Agreement, the Material will not be further distributed to others without the Provider’s written consent. Recipient shall refer any other requests for the Material to the Provider.
5. Recipient agrees to acknowledge the source of the Material in any publication reporting the use of it.

6. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, WITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material. Provider will not be liable to Recipient for any loss, claim or demand (“Loss”) made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, except to the extent permitted by law when such Loss is due to the negligence or willful misconduct of Provider.
7. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original document. All such separate counterparts will constitute only one and the same Agreement. The parties agree that copies of signatures (e.g. PDF or facsimile) have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the effective date of this Agreement.

PROVIDER

RECIPIENT
Northwestern University

Authorized Official

Authorized Official

Title

Title

Date

Date

READ AND UNDERSTOOD BY:

READ AND UNDERSTOOD BY:

Submitting Investigator

Core Principal Investigator

Name:

Name: John Varga, M.D.

Signature

Signature

Date

Date