Tumorbank
Wilrijkstraat 10 / 2650 Edegem
Tel 03 821 30 00 / Fax 03 829 05 20
www.uza.be / BE 0874.619.603

UZA HUMAN MATERIAL TRANSFER AGREEMENT

FOR ACADEMIC INSTITUTIONS

Recipient Organization and Provider Organization agree as follows:

1. The Material

1.1 Provider Organization will transfer the Material to Recipient Organization for the performance of the Project as described in the UZA Human Research Material Request Form.

1.2 The Material is provided with a fee (excl. VAT) as set out on the UZA Human Research Material Request Form solely to reimburse Provider Organization for its preparation, packaging and shipment costs.

1.3 Recipient Organization agrees to only use the Material for the Project. Recipient Organization will not use the Material (i) for any commercial purposes, including selling, commercial screening or transferring Material to a third party, or (ii) to generate scientific data or information that is directly or indirectly conveyed to a third party for commercial purposes, or (iii) in research that is subject to consulting, licensing, or similar obligations to commercial entities; except as may be permitted under a written agreement between the third party and Provider Organization.

1.4 Recipient Organization agrees that the Material may not be used in humans or for any diagnostic, prognostic, or treatment purposes. Recipient Organization agrees to restrict the analysis and modification of the Material solely to that needed to carry out the Project.

1.5 Recipient Organization will allow the use of Material only by Recipient Organization's Principal Investigator and Principal Investigator's research team that are under direct supervision of Principal Investigator and only after they have been informed of and agreed to the provisions and restrictions stated herein. Recipient Organization and Principal Investigator may use the Material only at Principal Investigator's laboratory at Recipient Organization. Any transfer of Material to other than Principal Investigator's research team or any location other than Principal Investigator's laboratory at Recipient Organization requires prior written approval of Provider Organization.

1.6 If Recipient Organization receives personally identifiable information or encoded personally identifiable information with the Material, then Recipient Organization's use of the Material is subject to the Belgian Act of 8 December 2008 on the Protection of Privacy in relation to the Processing of Personal Data and its implementing Royal Decree. Recipient Organization further agrees to: (i) only process the information for the purposes of the Project and only within a Member State of the European Union or within another country that has been deemed by the European Union to have adequate data protection laws; and (ii) not furnish the information to a third party; and (iii) maintain any such information in a secure manner that restricts access to any individual not involved in the Project (e.g. for paper records – locked file cabinets or continual physical presence in a room that locks, or for electronic records – encryption and password protection); and (iv) remove or destroy the information that identifies the individual who is the subject at the earliest time at which removal or destruction can be accomplished consistent with the purpose of the Project; and (v) make no further use or disclosure of the information unless approved by Provider Organization, except as required by law. Recipient Organization will not contact or make any effort to identify individuals who are or may be the sources of the Material, without specific written approval from Provider Organization.

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1.7 Recipient Organization represents that it has obtained approval from the Ethics Committee, as appropriate, to use the Material for the Project and that all other regulatory and ethical approvals that are needed for the performance of the Project are obtained. Recipient Organization will comply with all laws, rules and regulations applicable to the handling and use of the Material.

2. Results and Publications

2.1. Recipient Organization and the Principal Investigator will provide periodic updates to Provider Organization and an annual report on the progress of the Project.

2.2. Within two months of their publication, Recipient Organization and the Principal Investigator will provide Provider Organization with a copy of any patent applications filed by Recipient Organization whose claims cover, or are intended to cover, an invention obtained by Recipient Organization in the performance of the Project.

2.3. By the earlier of sixty days after publication of the results of the Project, or after the completion date of the Project, Recipient Organization and Principal Investigator will provide Provider Organization with a copy of the results and all raw data relating to the Material.

2.4. In addition, Recipient Organization and Principal Investigator will notify Provider Organization in advance if any report on the results of the Project is reasonably likely to provoke controversy or otherwise attract significant public attention. In such circumstances, Provider Organization reserves the right to make such recommendations, reservations or suggestions on the report as it see fits (which it may make public) for consideration by Recipient Organization.

2.5. In all oral presentations or written publications resulting from or any press releases concerning the use of the Material, Recipient Organization and Principal Investigator will acknowledge Provider Organization's contribution of the Material unless requested otherwise by Provider Organization. Recommended wording to the acknowledgement or methods section: "*The Human Biological Material used in this publication was provided by the UZA Tumor bank, Antwerp University Hospital, Belgium, which is funded by the National Cancer Plan*".

3. Warranties and Liability

3.2. Any Material delivered pursuant to this agreement is understood to be experimental in nature and may have hazardous properties. Provider Organization makes no representations 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. Recipient Organization understands that while Provider Organization attempts to avoid supplying Material contaminated with highly infectious agents such as for instance hepatitis and HIV, all Material should be handled as if potentially infectious. Recipient Organization acknowledges its staff to abide by those rules. Recipient Organization further agrees to assume all responsibility for informing and training personnel in the dangers and procedures for safe handling of human tissues.

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3.2. In no event shall Provider Organization be liable for Recipient Organization's use, storage or disposal of Material. Recipient Organization will indemnify, defend and hold Provider Organization, its directors, officers, representatives, employees and agents harmless from any claims instituted against them by third parties that arise as a result of Recipient Organization's use, storage disposal of Material or breach of this agreement, except to the extent that such claims are caused by fault or negligence of Provider Organization.

4. Miscellaneous

4.1 All information that is transferred between Provider Organization and Recipient Organization ("Confidential Information") shall be maintained in confidence by Recipient Organization and not be used for any purposes other than the Project. Recipient Organization shall disclose Confidential Information only to Principal Investigator and Principal Investigator's research team members who have a need to know for the performance of the Project and shall ensure that all such persons are bound by obligations not less stringent than those contained herein. For the purposes of this UZA HMTA, Confidential Information shall not include information that: (a) has been published or otherwise publicly available at the time of disclosure to Recipient Organization; (b) was in the possession of or were readily available to Recipient Organization without being subject to a confidentiality obligation from another source prior to the disclosure; (c) has become publicly known, by publication or otherwise, not due to any unauthorized act of Recipient Organization; (d) Recipient Organization can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or (e) is required to be disclosed by law, regulation, or court order. Upon termination of this UZA HMTA or Provider Organization's earlier written request, Recipient Organization shall destroy all originals, copies, reproductions, summaries and other tangible forms of Confidential Information.

4.2 Either party may terminate this agreement with sixty (60) days written notice to the other party, Provider Organization may terminate this agreement with 15 days written notice to Recipient Organization in case of non-remedied breach of this agreement, bankruptcy of Recipient Organization, or for cause such as an imminent health risk. This agreement shall terminate automatically at the earlier of (i) the end of the term specified in the UZA Human Research Material Request Form, or (ii) the completion of the project. The provisions of this agreement that are intended to survive shall so survive after termination.

4.3 When this agreement is terminated, any unused Material (including any derivatives and modifications thereof and the associated clinical data), will either be destroyed in compliance with all applicable statutes and regulations or will (at Recipient Organization's costs) be returned to provider Organization as set forth on the UZA Human Research Material Request Form.

4.4 This UZA HMTA shall be construed in accordance with the laws of Belgium, without giving effect to its conflict of law provisions. Any dispute relating to this agreement shall be submitted exclusively to the Commercial Courts of Antwerp, Belgium. This agreement may not be modified, in whole or in part, except by the written consent of both parties. If any provision of this agreement is held to be unenforceable or void, the remaining provisions shall remain in full force and effect. This agreement and the rights and obligations contained herein shall not be assignable by either party without the prior written and unambiguous consent of the other party.