

MATERIAL TRANSFER AGREEMENT

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the responsible DBCG SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement (“UBMTA”) [60 FR 12771, 8 March 1995, Federal Register vol. 60, no. 45, pp. 12771-12775], and to certify that the RECIPIENT (identified below) organization has accepted and signed an unmodified copy of the UBMTA. The DBCG and RECIPIENT organization's authorized officials also will sign this letter if the SCIENTISTS are not authorized to certify on behalf of their respective organizations. The RECIPIENT SCIENTIST (and the authorized official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the DBCG. The DBCG SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization.

1. PROVIDER: Providing the ORIGINAL MATERIAL:

Rigshospitalet, on behalf of the Danish Breast Cancer Cooperative Group (DBCG)
Rigshospitalet Building 2501
Blegdamsvej 9, 2100 Copenhagen, Denmark

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

XXXXXXXXXXXXXXXXXXXX

(The DBCG and the Recipient hereinafter referred to collectively as the “Parties” and separately as a “Party”)

WHEREAS

- A. The DBCG carries on research within the breast cancer field.
- B. The DBCG has generated and is the owner of formalin-fixed, paraffin-embedded primary breast tumor tissue samples arranged as tissue microarrays (TMAs) from the following DBCG trials: XX (the “Material”).
- C. The Recipient is engaged in the translational research of breast cancer.
- D. The Recipient desires to use the Material to analyze the XXXXXXXXXXXXXXXX

NOW, therefore, the DBCG and the Recipient agree as follows

1. Use of the Material

- A. The Recipient may solely under this Agreement use the Material for Recipient's scientific and non-commercial purpose and its business activities relating thereto. The Recipient agrees that the Material will not be used for any commercial or production purposes. Thus, the Material is supplied solely for research purposes. The Recipient shall use the Material in compliance with all applicable laws and regulations. The Recipient will not provide the Material to third parties, including - but not limited to - persons working or consulting for partnerships, joint ventures or other organizations performing research or intending to perform research or product development without the consent of DBCG. Notwithstanding the foregoing DBCG acknowledges that Recipient Scientist may solely for the purposes of conducting the Research Plan (as defined below) use the Material at the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.
- B. As used herein the Research Plan shall mean the plan of research activities as attached in Appendix A and B and as may be amended from time to time in writing. Should any conflicts arise between this Agreement and any Research Plan, this Agreement shall control.

2. Ownership

- A. "Background Intellectual Property" means any and all intellectual property conceived, developed, reduced to practice or made, owned or otherwise controlled by a Party, its employees or agents, prior to the coming into force of this Agreement.
- B. The Material is owned by the DBCG (stored and administered by the DBCG).
- C. All results and any intellectual property arising therefrom, or arising from any work done by Recipient with respect to the Material shall at all times be shared property of Recipient and DBCG. Notwithstanding this section 2C each Party retains all rights, title and interest in its Background Intellectual Property and Materials and reserves the rights to use its own Background Intellectual Property and Material for any purpose whatsoever, including Commercial Purposes, and nothing in this Agreement shall be interpreted as otherwise restricting those rights.
- D. Material shall be returned to the DBCG upon termination of the research activities described in Appendices A and B.

3. Publication

- A. The Parties mutually accept the moral obligation to publish all results.
- B. The statistical analysis will be performed by a DBCG statistician, and all co-authors jointly agree to ensure resolution of questions regarding the analysis.
- C. Authorship to any publication of work will be in accordance with The 2013 ICMJE Recommendations (www.icmje.org), and all project group members (identified below) will be offered the opportunity to participate in review, drafting, and final approval of any manuscript, provided they have made a substantial contribution to the conception or design of the work; or the acquisition, analysis, or interpretation of data for the work.

4. Project group

XXXXXXX

5. Costs

- 6. "Costs" means the verifiable costs in relation to packaging, shipping, handling, laboratory procedures, and statistical analysis of the Material.

7. Responsibility

- A. Neither party makes any warranties either expressed or implied, as to any matter, including without limitation, the results of the research or any inventions or product, tangible or intangible, conceived, discovered or developed under this agreement; or the ownership, merchantability or fitness for a particular purpose of the research results or any such invention or product. Notwithstanding the foregoing, DBCG represents and warrants that it has the legal authority required to transfer to the Material to the Recipient including all necessary approvals, consents and authorisations. Furthermore, to the extent clinical data is provided with the Material, the DBCG represents and warrants that such data will not include any personally identifiable information about an individual including that which relates to the physical or mental health of the individual and information that consists of the health history of the individual's family, or relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any such body part or bodily substance.

- B. To the extent permitted by law, the Recipient assumes all liability for damages that may arise from Recipient's use, storage or disposal of the Material except to the extent such damages may be attributable to the negligence of DBCG.

This implementing letter is effective when signed by all parties. The parties executing this implementing letter confirm that, to the best of their knowledge, the obligations set forth herein do not violate the UMBTA, for the transfer specified above. If there is any conflict between the UMBTA and this letter, the provisions of the UMBTA shall control.

PROVIDER SCIENTIST

Name:
Title:
Address:

Signature: _____

Date: _____

PROVIDER ORGANIZATION (authorized signatory)

Name:
Title:
Address:

Signature: _____

Date: _____

Name:
Title:
Address:

Signature: _____

Date: _____

RECIPIENT SCIENTIST

Name:
Title:
Address:

Signature: _____

Date: _____

RECIPIENT ORGANIZATION CERTIFICATION

Certification: I hereby certify that the RECIPIENT organization has accepted and signed an unmodified copy (May be the RECIPIENT SCIENTIST if authorized by the RECIPIENT organization):

Authorized Official:
Title:
Address:

Signature: _____

Date _____