Material transfer agreement

Title of the study: _____

_____

_____

CoLaus Datacenter, having its place at the Institute of Social & Preventive Medicine (IUMSP), route de la Corniche 10, 1010 **Lausanne, Switzerland** ("PROVIDER") is willing to provide to … having its place at … ("RECIPIENT"), on behalf of its employee, … ("INVESTIGATOR") certain biosamples (described in the Research application form; see Annex 1) subject to the following terms and conditions: "Biosamples" of PROVIDER shall mean specifically: anonymized (double codification) biological samples (DNA) provided to RECIPIENT by PROVIDER. "Phenotype Data" shall mean specifically: anonymized (double codification) phenotype data relating to the Biosamples provided to RECIPIENT by PROVIDER; "Materials" of PROVIDER shall mean: Biosamples and Phenotype Data provided to RECIPIENT by PROVIDER; "Modifications" shall mean cross-bred progeny and other substances created by RECIPIENT which contain or incorporate the Biosamples. The number of Biosamples will not exceed 300.

1. The Materials shall remain the sole property of PROVIDER. The Materials shall not be transferred by RECIPIENT to anyone other than employees or students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other persons within the RECIPIENT or elsewhere. The Materials will be stored in a secured location. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of PROVIDER. Modifications shall be owned by RECIPIENT, except that PROVIDER retains ownership rights to the Materials included therein.
2. RECIPIENT shall use the Materials solely for research purposes as specified below. Furthermore, RECIPIENT shall not use the Materials in any manner for commercial purpose. The Materials will be used only as described in the Research application form("Research") attached in **Annex 1**.
3. Any information relating to the Biosamples, including Phenotype Data, disclosed by PROVIDER to RECIPIENT shall remain the property of PROVIDER, shall be retained in confidence by RECIPIENT,

and shall not be disclosed by RECIPIENT to anyone other than employees of RECIPIENT working under immediate control and supervision of INVESTIGATOR, or other employees of the RECIPIENT having a need to know such information.

4. RECIPIENT'S obligations of non-disclosure and restricted use of information shall become effective on the date of disclosure, shall apply to all information received from PROVIDER relating to the Materials, and shall terminate five (5) years from the date of disclosure, provided that such obligations of non-disclosure and restricted use of information shall not extend to information disclosed to RECIPIENT by PROVIDER which: a) is or becomes part of the public domain, though no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from PROVIDER under an obligation of confidentiality; c) RECIPIENT received from a third party not under an obligation of confidentiality with respect to such information; d) is approved for public release by written authorization of PROVIDER including as expressly permitted under Section 4 of this Agreement; e) is required to be disclosed by law or court order or f) was independently developed by RECIPIENT.

5. RECIPIENT will use the Materials in compliance with all laws, including data protection law, governmental regulations and guidelines, including without limitation current NIH guidelines and any regulations or guidelines pertaining to research with recombinant DNA that may be applicable to the Materials. Most specifically RECIPIENT undertakes, prior to any use or processing, any appropriate technical and organizational measures to protect the Materials from unauthorized processing, including any processing not expressly authorized by this Agreement.

6. RECIPIENT shall, in accordance with its established practice, keep complete and accurate accounts, notes, data and records of the Research. Upon completion of proposed Research, RECIPIENT shall provide a report to PROVIDER containing the data and results obtained from conducting the Research with the Materials (hereinafter "Results"). PROVIDER shall keep confidential all such Results provided by RECIPIENT.

7. In the case RECIPIENT would like to publish Results of the Research it shall inform the PROVIDER. Authorship shall be determined according to the international scientific standards, such as the guidelines of the International Committee of the Medical Journal Editors (ICMJE) (see: www.icmje.org for details). In all cases RECIPIENT will acknowledge PROVIDER as source of the Materials in any publication relating to the Materials: In publications originating from material covered by this Material Transfer Agreement, the contribution of the PROVIDER has to be acknowledged, including the support of CoLaus by the Swiss National Science Foundation and others ("The CoLaus study was supported by research grants from GlaxoSmithKline, the Faculty of Biology and Medicine of Lausanne, Switzerland and the Swiss National Science Foundation (grant no: 33CSCO-122661).").

8. RECIPIENT agrees that nothing herein shall create or imply a license to RECIPIENT of any intellectual property rights herein, nor create or imply any obligation to enter into any other agreement.

9. The Materials provided to RECIPIENT may have biological properties that are unpredictable and unknown at time of transfer, and are to be used in safe manner and in accordance with all applicable

governmental rules and regulations. The Materials shall not be used in any study involving human subjects. They are provided by PROVIDER "AS IS". PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. PROVIDER DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

10. RECIPIENT agrees to defend, indemnify and hold PROVIDER and its directors, trustees, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Materials except to the extent such claims, liabilities, damages and losses result directly from gross negligence or wilful misconduct on the part of PROVIDER.
11. In consideration of PROVIDER providing the Materials, RECIPIENT hereby grants to PROVIDER a non-exclusive, paid-up license for non-commercial research purposes only to each discovery, whether patentable or not, made as a result of RECIPIENT'S Research using the Materials. RECIPIENT shall promptly notify PROVIDER in writing of the substance of each such discovery and the filing of any patent application thereon.
12. Upon the conclusion of the Research to be performed using the Materials, or in case of termination of this Agreement by PROVIDER, which may be given by certified mail to RECIPIENT upon thirty (30) days written notice, RECIPIENT agrees to discontinue use of the

1. Materials and will arrange for the return at its costs to PROVIDER for the lawful disposal of all unused Materials, as elected by PROVIDER or the destruction of the remaining Materials, according to the instructions of PROVIDER. Parties are aware that should the donor of any Materials decide to withdraw his/her consent, the relevant Materials must be destroyed immediately by RECIPIENT. PROVIDER shall inform RECIPIENT about such withdrawal, and RECIPIENT must ensure that all relevant Materials are destroyed. Once all relevant Materials are destroyed, RECIPIENT shall send a written notification to PROVIDER that the relevant Materials have been destroyed.

13. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This agreement may not be modified except by a written instrument signed by authorized representatives of all parties. This Agreement may be signed in counterparts, and by either party on separate counterpart, each which shall be deemed original, but all of which together constitute one and the same instrument.
14. Nothing whatever in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name and logo of either party or any of its respective marks or name of employees.
15. RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of PROVIDER.

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FNSNF
Fonds national suisse
Schweizerischer Nationalfonds
Fondo nazionale svizzero
Swiss National Science Foundation

CHUV Centre hospitalier universitaire vaud

SIGNATURES

Do not forget that both parties (RECIPIENT AND PROVIDER) must also sign each bottom of pages 1-3.

RECIPIENT'S PRINCIPAL INVESTIGATOR:

_____

Name and Title of Recipient's Principal Investigator

_____

Mail Address of Recipient's Principal Investigator

_____

Email Address of Recipient's Principal Investigator

_____

Telephone and Fax Number of Recipient's Principal Investigator

_____

Signature of Recipient's Principal Investigator and Date

PROVIDER'S PRINCIPAL INVESTIGATOR:

_____

Name and Title of provider's principal investigator

_____

Signature of provider's principal investigator and Date

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