MATERIAL AND DATA TRANSFER AGREEMENT – MTA/DTA

MTA/DTA Reference Number: .....

[MTA reference number will be entered by Latvian Biomedical Research and Study Centre upon receipt of two signed copies of agreement from the Receiving Institute]

Subject to the terms and conditions of this Agreement, the **Latvian Biomedical Research and Study Centre** hereby agrees to provide, and the **Receiving Institute** hereby agrees to accept, the Materials and Information specified below for such Purposes of Use and subject to such Restrictions on Use as specified below.

In this Agreement, the following expressions shall have the following meanings:

"Providing Institute": Latvian Biomedical Research and Study Centre, Rātsupītes Street 1 k-1, Riga, Latvija, LV-1067

Contact: Director Dr Janis Klovins, klovins@biomed.lu.lv

"Receiving Institute" [Insert name and full address of Receiving Institute]

Contact: [insert name and contact details (including email address) of Receiving Institute's Principal Investigator]

"Materials": [insert number and type of samples] samples, held by Latvian Biomedical Research and Study Centre, and made available to the Receiving Institute hereunder in a quantity of [insert quantity] in volume of [insert volume] (total amount [insert amount] for each sample).

"Information": Any information, unpublished or otherwise, owned by Latvian Biomedical Research and Study Centre and communicated to the Receiving Institute by Latvian Biomedical Research and Study Centre during the term of this Agreement relating to the Materials, their production, properties, and/or experimental results observed using the Materials or any derivatives therefrom.

"Purposes of Use": The Materials and Information are provided for the following purposes, as more fully described in Appendix 1 (the "Research Project"):

Materials provided by the Latvian Biomedical Research and Study Centre will be used for [brief description of method and analysis performed on the samples]. The obtained results will be used in [brief description of expected results].

"Restrictions on Use": The Materials and Information shall not be used for any purpose other than the Purposes of Use described in Appendix 1 (the "Research Project"). After the activities described in Appendix 1 (the "Research Project") the DNA samples will be destroyed by the Receiving Institute.

"Term of Agreement": This Agreement shall remain in full force and effect as from the date of its signature by both parties for a duration of [specify duration/may be based on project duration].

"Materials Charges": Free of charge. The sample retrieval, processing – including DNA extraction – packaging, and shipment will be provided free of charge.

GENERAL CONDITIONS

1. Use

1.1. The Materials and Information are supplied by Providing Institute to the Receiving Institute solely for the Purposes of Use and subject to the Restrictions on Use as set out herein.

1.2. The Materials and Information shall not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of Providing Institute.

1.3. Other than for and within the Purposes of Use, and as specifically described in Appendix 1, the Materials and Information shall not be transferred, offered for sale, or otherwise used without the prior written agreement of Providing Institute.

1.4. The Receiving Institute shall allow only parties who have a need to know for the Purposes of Use and who are bound by similar obligations of confidentiality and Restrictions on Use as contained in this Agreement to have access to the Materials and Information.

1.5. The Receiving Institute shall require any party handling and/or using the Materials and Information to comply with all relevant laws, rules, and regulations applicable to the use of such Materials and Information.

2. Confidentiality

2.1. The Information may incorporate confidential information of Providing Institute. Accordingly, if and to the extent that any such Information is clearly marked as "confidential", the Receiving Institute shall during the Term of this Agreement and for a period of 5 years following its termination treat such Information as confidential and only disclose it under like obligations of confidentiality and Restrictions on Use as those contained herein. The Receiving Institute shall be deemed to have fulfilled its obligations if it exercises at least the same degree of care in maintaining confidentiality as it would in protecting its own confidential information.

2.2. The above-mentioned obligations of confidentiality shall not apply to Information which:

2.2.1. can be shown to have been known to the Receiving Institute at the time of its acquisition from Providing Institute; or

2.2.2. is acquired from a third party, not in breach of any confidentiality obligation to Providing Institute; or

2.2.3. is independently devised or arrived at by, on behalf of, or for the Receiving Institute without access to the Information; or

2.2.4. enters the public domain otherwise than by breach of the undertakings set out in this Agreement.

2.3. In some cases, the Information may also incorporate confidential information pertaining to research participants having provided the Materials. The Materials provided to the Receiving Institute have been pseudo anonymised. If the Receiving Institute inadvertently receives information that identifies individual research participants, the Receiving Institute will take all reasonable and appropriate steps to protect the privacy and confidentiality of such information. This may require immediate destruction of the information on request of

Providing Institute. The Receiving Institute agrees to make no intentional attempt to re-identify research participants through linkage of data or otherwise. The Receiving Institute will immediately report any identification of research participants to Providing Institute.

3. Rights

3.1. Except for the rights explicitly granted hereunder, nothing contained in this Agreement shall be construed as conveying any rights under any patents or other intellectual property which either party may have or may hereafter obtain.

3.2. Providing Institute shall retain ownership of the Materials and Information and shall have the unrestricted right to use, assign, or distribute the Materials and Information to any third parties for any other purposes. The Receiving Institute acknowledges and agrees that nothing contained in this Agreement shall be deemed to grant to the Receiving Institute any intellectual property rights in any of the Materials or Information provided hereunder.

3.3. The Receiving Institute must not make intellectual property claims on Materials or Information derived directly from Providing Institute. However, the importance of downstream inventions made with Providing Institute Materials is recognized; patents on such inventions are permitted. In doing so, the Receiving Institute agrees to implement licensing policies that will not obstruct further research. The Receiving Institute will own all results, data, and inventions which arise under the Research Project described in Appendix 1.

4. Return of Individual-Level Results

4.1. Return of individual-level results: Participants in Providing Institute have consented to the return of Individual Research Results and Incidental Findings that are clinically significant, analytically valid, and actionable (i.e. treatable or preventable). If in the course of their research the Receiving Institute comes across such findings, they must be returned to the Providing Institute.

5. Publications

5.1. Upon completion of genotyping for the Research Project, the Receiving Institute will send to Providing Institute raw genotyping data. The Receiving Institute must endeavour to publish results in an academic journal or in an open access database. The Receiving Institute agrees to acknowledge Providing Institute and Genome Database of Latvian population in any publication or presentation on work derived in whole or in part from the Materials and to supply Providing Institute with a copy or web address of any publication.

6. Warranties and Liabilities

6.1. Providing Institute makes no warranty of the fitness of the Materials for any particular purpose or any other warranty, either express or implied. However, to the best of Providing Institute's knowledge, the use of the Materials and/or Information within the Purposes of Use shall not infringe on the proprietary rights of any third party.

6.2. Providing Institute will not be liable for damages related to the provision of Materials to the Receiving Institute. This includes but is not limited to damages in relation to inaccuracies, lack of comprehensiveness, or use of the Information and Materials and/or Information, or any delay or break in supply by Providing Institute. The Receiving Institute acknowledges that Providing Institute makes no guarantee that the Materials and/or Information are free of contamination from viruses, latent viral genomes, or other infectious agents. The Receiving Institute agrees to treat the Materials as if they were not free from contamination, to ensure

that appropriate biosafety training is provided to research personnel, and to implement appropriate biohazard containment measures.

6.3. The Receiving Institute agrees that, except as may explicitly be provided in this Agreement, Providing Institute has no control over the use that is made of the Materials or the Information by the Receiving Institute in accordance with the terms of this Agreement. Consequently, the Receiving Institute agrees that Providing Institute shall not be liable for such use.

7. Amendment, Extension, and Termination

7.1. Any amendment to this Agreement, including extension of the Term of Agreement, shall be valid only by written amendment executed by the duly authorized officers of both parties.

7.2. Notwithstanding the conditions set forth in this Agreement, in particular the Purposes of Use, Restrictions on Use, and Confidentiality obligations, either party may terminate this Agreement with sixty (60) days prior written notice to the other party.

7.3. When the Research Project is completed or this Agreement is terminated, whichever comes first, any unused Materials will either be destroyed in compliance with all applicable statutes and regulations or will be returned to Providing Institute by the Receiving Institute upon Providing Institute's request.

8. Miscellaneous

8.1. Nothing in this Agreement shall be interpreted as establishing a partnership between the parties or establishing one party as the agent of the other or conferring a right on one party to bind the other, except as may be specifically set out herein.

8.2. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

8.3. This Agreement sets forth the entire understanding between the parties and supersedes any prior agreements, written or verbal.

This Agreement is duly signed on behalf of the parties as follows:

Signed for and on behalf of Latvian Biomedical Research and Study Centre:

Latvian Biomedical Research and Study Centre Authorized Official:

Name .....

Title .....

Date .....

Latvian Biomedical Research and Study Centre Responsible Scientist:

Name .....

Title .....

E-mail .....

Date .....

Signed for and on behalf of Receiving Institute:

Receiving Institute Authorized Official:

Name .....

Title .....

Date .....

Receiving Institute Responsible Scientist:

Name .....

Title .....

E-mail .....

Date .....

APPENDIX 1 – RESEARCH PROJECT

[Research project descrition provided by the Receiving Institute]