Material Transfer Agreement

This Material Transfer Agreement (hereafter "MTA") sets the terms and conditions for the transfer of original human material (the "MATERIAL") from BIOBANK OF NOVA MEDICAL SCHOOL (the "PROVIDER") to the RECIPIENT.

The parties of this agreement are:

PROVIDER: NOVA Medical School, Organic Unit from NOVA University Lisbon, legal person nr 501 559 094, with registered office at Campo dos Mártires da Pátria 130 1169-056 Lisboa, Portugal, represented by Professor Helena Canhão (MD, Ph.D.), in her capacity as Dean of NOVA Medical School, having legal and statutory powers of representation, hereinafter as "PROVIDER" or "NMS",

RECIPIENT:_____(INSTITUITION), Organic unit legal person nr_____, with registered office at_____ , represented by Professor _____ , in his capacity as_____ of the_____, having legal and statutory powers of representation, hereinafter "RECIPIENT" or "UC".

Recipient's Scientist:

_____*(Name)*

_____*(Position)*

TERMS AND CONDITIONS OF AGREEMENT

1. This MTA is agreed considering that the PROVIDER is entitled to store and use human biological samples for research purposes according to Portuguese law, an authorization byNational Commission for Data Protection (CNPD) and informed consent signed by the participants at CHAIN Biobank.

2. PROVIDER agrees to transfer to RECIPIENT the MATERIAL referred to in **Annex I**;

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3. The RECIPIENT agrees and the RECIPIENT SCIENTIST acknowledges that parts of MATERIAL described below shall be considered MATERIAL and therefore, shall be covered by this MTA, namely:

a) any medium in which such MATERIAL is provided;

b) any unmodified progeny of or descendant from the original MATERIAL (such as virus from virus, cell from cell or organism from organism);

c) any immediate or remote progeny of or descendant containing the same genetic mutation or lesion as the original MATERIAL; or

d) any substance which constitutes an unmodified derivative of the MATERIAL, such as functional subunits or an expression product of the original MATERIAL, purified, fractionated or unfractionated subsets of the original Material, such as organelles, vesicles, expressed proteins, antibodies, DNA (including plasmids or vectors) or RNA.

4. The MATERIAL shall be deemed as property of the PROVIDER and shall be made available to the RECIPIENT as a service to the research community.

5. The MATERIAL will only be used by RECIPIENT and solely in RESEARCH, as defined in the STUDY, and will not be used for commercial purposes. The MATERIAL will not be used for research, testing or treatment involving human subjects or for making any decisions relating to human diagnosis or care.

6. RECIPIENT agrees:

i) that the MATERIALS and MODIFICATIONS (substances created by the RECIPIENT using the MATERIAL, which are not HUMAN BIOLOGICAL SAMPLES, PROGENY or UNMODIFIED DERIVATIVES, and which have new properties) will be used only in SCIENTIST'S LAB and only by SCIENTIST and SCIENTIST'S LAB personnel under SCIENTIST'S immediate and direct control. Such use shall strictly fall within the scope of the STUDY;

ii) not to transfer MATERIALS or MODIFICATIONS (as defined above) to any others (except to its employees, agents or consultants who are bound to

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RECIPIENT by like obligations conditioning and restricting access, use, and continued use of MATERIALS) without the prior written consent of PROVIDER. RECIPIENT SCIENTIST shall refer any request for the MATERIALS to PROVIDER;

iii) not to seek, either by reverse engineering or by any analyze whatsoever, for knowing the method or process for obtaining the MATERIALS, and composition, formula or any other information relating to such MATERIALS without PROVIDER's prior written consent;

iv) In what concerns Intellectual Property Rights and Industrial Rights (IPR) (except for moral rights) PROVIDER shall be considered the owner of the MATERIAL. Therefore, the PROVIDER grants to the RECIPIENT a revocable, worldwide, royalty-free, non-exclusive, non-transferable license (but not any ownership rights) to use the MATERIAL during the STUDY.

v) The RECIPIENT retains ownership of the MODIFICATIONS as well as of the findings and research data, both generated by the RECIPIENT through the use of the MATERIAL.

7. The MATERIALS will remain the exclusive property of the PROVIDER. As such, nothing shall prevent the PROVIDER from using freely any of its rights and MATERIALS.

8. If the use of the MATERIALS results in an Invention (any technology, invention, or material, or any patent thereon, resulting directly from RECIPIENT's use of PROVIDER MATERIALS), RECIPIENT shall promptly disclose such Invention to the PROVIDER.

9. Upon the completion of the STUDY, RECIPIENT shall cease any, and all use of MATERIAL and destroy all transferred MATERIAL, or any derivates of it, and indicate such destruction to PROVIDER.

10. The MATERIAL shall be stored in a secured location at RECIPIENT's premises, complyingwith safety standards required by RECIPIENT's local law about data protection or RECIPIENT's internal regulation regarding sensitive

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and/or confidential, as deemed appropriate.

11. The MATERIAL shall be used by the RECIPIENT in compliance with all applicable international and local laws and regulations and upon research project approval by a local ethics committee.

12. The MATERIAL, or any derivates of it, shall not be further distributed to others without the PROVIDER's previous written consent.

13. Except when expressly stated otherwise, the MATERIAL is delivered "as is" and the PROVIDER makes no representation and extends no warranties of quality or fitness, either expressed or implied, for a particular purpose. The RECIPIENT acknowledges and accepts that the MATERIAL may contain infectious or hazardous agents.

14. Considering the right of donors of CHAIN BIOBANK to withdraw data and samples used in research, RECIPIENT shall, promptly at PROVIDER's request, cease any, and all use of MATERIAL and destroy all transferred MATERIAL, or any derivates of it, and indicate such destruction to PROVIDER.

15. RECIPIENT agrees to defend, indemnify, and hold harmless the PROVIDER and its officers,staff and employees from and against any and all liability, claims, lawsuits, losses, demands, damages, costs and expenses arising from RECIPIENT's use of the MATERIAL except, to the extent permitted by law, when caused by gross negligence or willful or intentional misconduct of the PROVIDER.

16. RECIPIENT agrees to refer the contribution of the PROVIDER in any manner of publication which contains experimental results obtained from the use of the MATERIAL and provide a copy of such publication to the PROVIDER. The following sentence should be added to the methods section: "Human biological samples were obtained from CHAIN Biobank of NOVA Medical School, Lisbon, Portugal".

17. RECIPIENT shall be responsible for preparation and shipping costs related to the MATERIAL transfer, as determined by PROVIDER. When applicable, the transfer of MATERIAL shall only be executed after payment of

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associated costs.

18. This MTA constitutes the entire agreement between the PROVIDER and RECIPIENT concerning the MATERIALS and supersedes any prior understanding or written or oral agreement. Neither Party shall have the right to assign this MTA or any of the rights and obligations arising out of it.

19. This MTA is effective on the date of the latter of the two authorized signatures of parties.

20. This MTA shall be governed by the laws of Portugal and any conflict between the parties which is not settled amicably shall be exclusively submitted to the jurisdiction of the Judicial Courts of Lisbon.

21. Both parties have read and understood the terms outlined in this MTA and agree to abide by them regarding use of the MATERIAL.

This MTA shall be executed by digitalized signatures.

PROVIDER

_____

Name:
Title:

PROVIDER SCIENTIST

_____

Name:
Title:

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RECIPIENT

_____

Name:
Title:

RECIPIENT SCIENTIST

_____

Name:
Title:

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