

**Material Transfer Agreement - Standard
Terms and Conditions****STANDARD TERMS AND CONDITIONS**

1. RECIPIENT will only use Materials for the approved Research Project.
2. RECIPIENT will comply with all laws, rules and regulations applicable to the handling and use of the Materials, hereunder the European General Data Protection Regulations (GDPR). RECIPIENT will conduct the Research Project by the highest ethical standards.
3. RECIPIENT represents that it has obtained approval(s), as appropriate, to use Materials.
4. RECIPIENT agrees to use Materials for non-profit research purposes only and will not use Materials for any commercial purposes, including but not limited to selling, commercial screening, or transferring Material to a third party for any purpose. Material may not be used by the RECIPIENT in research that is subject to the provision of any rights to a commercial third party.
5. The RECIPIENT agrees that Material will not be used in humans or for any diagnostic, prognostic, or treatment purposes.
6. RECIPIENT will only allow the use of Materials by RECIPIENT Investigator and RECIPIENT Investigator's research team that are under the direct supervision of RECIPIENT Investigator and only after they have been informed of and agreed to the provisions and restrictions stated herein. The RECIPIENT may involve third parties for analyses Biological Materials or Data. In such cases, RECIPIENT shall enter into agreements with those third parties, with contractual terms that are equally strict as the terms set forth herein.
7. Substantial changes in the Research Project will require new approval from MoBa.
8. All Confidential Information that is transferred between PROVIDER and RECIPIENT is subject to the following:

All information to be deemed confidential under this Material Transfer Agreement shall be clearly marked "CONFIDENTIAL" by the providing Party and maintained in confidence by the receiving Party. Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the providing Party and such notice must be provided to the receiving Party within thirty (30) days of the oral disclosure.

Material is deemed to be Confidential Information regardless of marked as Confidential Information.

For the purposes of this Material Transfer Agreement, Confidential Information includes any scientific or business data relating to the Material that a Party asserts are confidential and proprietary, except for data that:

- a. have been published or otherwise publicly available at the time of disclosure to the receiving Party; were in the possession of or were readily available to the receiving

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- Party without being subject to a confidentiality obligation from another source prior to the disclosure;
- b. have become publicly known, by publication or otherwise, not due to any unauthorized act of the receiving Party;
 - c. properly and lawfully becomes available to the receiving Party from sources independent of the disclosing Party; or
 - d. the receiving Party can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or
 - e. are required to be disclosed by law, regulation, or court order.
9. RECIPIENT will not contact or make any effort to identify individuals who are or may be the sources of Materials, without advance-written approval from PROVIDER.
10. PROVIDER has the right to receive copies of all recorded information or data extracted from the Materials, accompanied by a written description of the process and techniques used to extract such information.
- RECIPIENT shall have the right to use such information for the purpose and duration of the Research Project and in accordance with the provisions set out in this Material Transfer Agreement and regulatory approvals. The information shall subsequently be deleted or destructed.
- Data received from PROVIDER or extracted from the Materials may not under any circumstances be uploaded to public repositories or databases.
- PROVIDER has the right to retain, use, duplicate or disclose the information, in whole or in part, for any other research than the Research Project, including the right to make the information available for third parties.
11. Inventions in the form of substances, procedures or products which are conceived and first reduced to practice in the Research Project through the use of Materials, whether patentable or not, shall be owned by the Party employing the inventors. Inventions made by employees from both Recipient and Provider, shall be owned jointly with ownership reflecting each Party's contribution to the invention.
- RECIPIENT and PROVIDER agree to disclose to each other, on a confidential basis, all inventions made by their employees in the Research Project, in order to determine ownership and the legal protection of the invention, as applicable.
- Regardless of ownership, PROVIDER is entitled to a non-exclusive, royalty-free license to use any Inventions based on the use of the Materials for internal use. Such license does not include the right to sub- license the invention to third parties.

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In the event that the RECIPIENT no longer wants to maintain or does not actively develop the substance, process or product described in a patent or patent application that is based on the use of the Materials, PROVIDER shall be entitled to have such patent or patent application assigned at no cost.

12. RECIPIENT has the right to publish results obtained from the use of the Materials in the Research Project in Scientific Journals, in accordance with the Vancouver Guidelines on authorship and contributorship, and the authors will have the copyrights to such publications.

Prior to publication RECIPIENT shall furnish the PROVIDER with a draft manuscript to ensure that the Materials is described correctly, that mandatory references are included, and that the analyses are in accordance with the stated scientific aims of the Research Project.

After publication, PROVIDER shall have a right to reproduce, translate and publish abstracts of the publications.

13. When the Research Project is completed or this Material Transfer Agreement is terminated, whichever comes first, the RECIPIENT will discontinue all use of the Materials, any unused biological Materials will either be destroyed in compliance with all applicable statutes and regulations or will be returned to the PROVIDER as requested by the PROVIDER. Materials in form of data will be deleted.
14. RECIPIENT is obliged to assist PROVIDER in fulfilment of obligations following from participants pursuing their rights as data subjects under the General Data Protection Regulation (GDPR), including promptly and appropriately destructing specific Material on PROVIDERs request if PROVIDER makes such request based on participants withdrawing from MoBa.
15. In all oral presentations or written publications concerning the use of the Materials, RECIPIENT will acknowledge PROVIDER's contribution of the Materials unless requested otherwise by PROVIDER.
16. Any Materials delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. PROVIDER 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 Materials will not infringe any patent, copyright, trademark, or other proprietary rights.
17. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this Material Transfer Agreement. Each Party shall be liable for any loss, claim, damage, or liability that said Party incurs as a result of said Party's activities under this Material Transfer Agreement. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from RECIPIENT transport, receipt, use, storage or disposal of Materials.

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18. RECIPIENT agrees that damages alone may not be an adequate remedy for breach of any term of this Agreement, and the RECIPIENT therefore agrees that the Provider may file for injunctive relief for the return or destruction of Materials without proof of irreparable damage or injury. Such remedy shall not be deemed to be the exclusive remedy for a breach to this Agreement, but shall be in addition to all other remedies available at law to the Parties.
19. RECIPIENT who becomes aware of the existence of fraud, waste and/or abuse of the Materials shall immediately report such matters to MoBa.
20. This Material Transfer Agreement is construed in accordance with Norwegian law. The Norwegian Courts have exclusive jurisdiction to deal with any dispute that may arise out of or in connection with this Agreement.

Any communication or notice to be given shall be forwarded in writing to the respective addresses listed in Annex C.