Lunenfeld-Tanenbaum Research Institute
Sinai Health System

Research Centre for Women's and Infants' Health
Lunenfeld-Tanenbaum Research Institute
60 Murray Street, Toronto, Ontario
Canada, M5T 3L9
http://biobank.lunenfeld.ca

MATERIAL TRANSFER AGREEMENT

This Agreement is entered into as of this ____ day of _____, 20___ ("Effective Date") between **Sinai Health System**, with its principal location at 600 University Avenue, Toronto, Ontario, M5G 1X5 (hereinafter referred to as "SHS") and the institution

_____

(hereinafter referred to as "RECIPIENT") upon the following terms and conditions:

WHEREAS RECIPIENT desires that SHS, through its Research Centre for Women's and Infants' Health BioBank ("BioBank") provide human specimens to RECIPIENT for use in biomedical research.

WHEREAS SHS wishes to provide such human specimens to RECIPIENT on the terms and conditions set out herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Materials. The human _____ (*e.g.* placenta, cord blood, placental membranes, *etc*.) specimens from patients participating in the Research Centre for Women's and Infants' Health BioBank program and component parts to be provided by SHS, including any unmodified derivatives, related biological material or associated data or know-how that is transferred by SHS (collectively the "Material"), is proprietary to SHS. SHS shall be free at its sole discretion to distribute other samples of the Material to others and to use the Material for its own purposes.

2. Transfer; Use of Materials. Subject to availability, and to approval of the Research as defined herein by the SHS Research Ethics Board. SHS will provide the Materials to RECIPIENT for RECIPIENT's use in performing biomedical research as detailed in the research plan attached hereto as Exhibit A ("Research"). RECIPIENT will use the Materials solely for the Research and will not provide the Materials to any third party, or use the Materials for any other purpose, without the prior written consent of SHS. Notwithstanding the foregoing, the RECIPIENT may provide the Material to third parties who are providing analytical services to the RECIPIENT under contract provided that such third parties do not have the right to use the Materials and/or the results for any purpose other than to provide the applicable service. Any use of the Material for a purpose other than the Research shall require the approval of the SHS Research Ethics Board. The Material shall not be used in any research that is subject to consulting or licensing obligations to another institution, corporation or business entity, unless written permission is obtained in advance from SHS. THE MATERIAL SHALL NOT BE USED FOR RESEARCH, DIAGNOSIS OR TREATMENT INVOLVING HUMAN SUBJECTS. RECIPIENT understands and agrees that the Material may contain one or more infectious agents and may have additional unknown and hazardous properties. RECIPIENT shall use the Material and any materials treated with the Material under appropriate

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containment conditions and in compliance with all applicable laws and governmental regulations and guidelines. RECIPIENT represents and warrants that it has the necessary skills, experience and facilities to safely receive, use, transport, store and dispose of the Material and any materials treated therewith.

3. Ownership of Materials. Except as otherwise provided herein, no right, title or interest in and to the Materials provided to RECIPIENT is granted or implied hereunder. SHS will retain all right, title and interest in and to the Materials.

4. RECIPIENT warrants and represents that all Material received from the BioBank will only be used for the designated study in accordance with the study's Research Ethics Board approval information submitted to the BioBank.

5. RECIPIENT will acknowledge the use of the Material obtained through the BioBank in presentations or publications that report results generated using that material. A suitable acknowledgement is as follows: "*The authors thank the donors, the Research Centre for Women's and Infants' Health BioBank Program, the Lunenfeld-Tanenbaum Research Institute, and the Department of Obstetrics & Gynecology of Sinai Health System for the human specimens used in this study.*"

6. No Warranty. MATERIALS TRANSFERRED UNDER THIS AGREEMENT ARE EXPERIMENTAL IN NATURE. MATERIALS PROVIDED BY SHS TO RECIPIENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAFETY, EFFICACY, POTENCY, IDENTITY, COMPOSITION, PURITY OR ACTIVITY. RECIPIENT UNDERSTANDS AND AGREES THAT THE MATERIAL MAY CONTAIN ONE OR MORE INFECTIOUS AGENTS AND MAY HAVE ADDITIONAL UNKNOWN AND HAZARDOUS PROPERTIES. SHS MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE USE OF MATERIALS TRANSFERRED WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

7. Patient Information. Patient information will remain confidential to SHS and no information which would enable RECIPIENT to identify Material donors shall be provided by SHS to RECIPIENT. A unique specimen number will be provided to RECIPIENT for tracking individual Material specimens. In the event that RECIPIENT becomes aware of any identifiable patient information, RECIPIENT agrees to maintain all such information as strictly confidential in accordance with all applicable laws and regulations and to not use such information for any purpose.

8. Liability: To the extent permitted by law, the RECIPIENT agrees to assume all liability for any loss, claim or damages which may arise from their use, storage or disposal of the Material. SHS shall not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use, storage or disposal of the Material by RECIPIENT.

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9. Compliance with Laws. RECIPIENT agrees to comply with all federal and local laws, regulations and guidelines applicable to RECIPIENT's use of the Materials hereunder, including, without limitation, all National Institutes of Health regulations and guidelines. RECIPIENT represents and warrants that the Research to be conducted by RECIPIENT hereunder using the Material has been reviewed and approved by a qualified Institutional Review Board or such other qualified ethics committee. A copy of such approval shall be delivered and kept on file at the BioBank at SHS.

10. Term and Termination. The term of this Agreement will commence on the Effective Date and continue for a period of THREE (3) years, subject to earlier termination as set out herein or extension by written agreement. Upon termination, RECIPIENT will return to SHS or destroy at SHS's option all Materials. SHS shall have the right to terminate this Agreement as follows: (i) at any time upon thirty (30) days prior written notice; (ii) in the event of material breach by RECIPIENT, which breach is not rectified within fifteen (15) days written notice thereof; or (iii) immediately in the event of the withdrawal or suspension of any regulatory, institutional or other approvals required for the transfer or use of the Materials by RECIPIENT as contemplated herein.

11. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the Materials, and supersedes any prior oral or written agreements or understanding with respect thereto, all of which, to the extent that any exist, are hereby terminated. This Agreement may not be amended except by a writing signed by both parties. This Agreement will be governed by and construed under the laws of the Province of Ontario and the laws of Canada applicable thereto, without reference to conflict of laws principles. The parties hereby agree to the exclusive jurisdiction of the courts of the Province of Ontario. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may not be assigned or transferred by either party hereto without the prior written consent of the other party.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an appropriate officer as of the day and year first above written.

INSTITUTION NAME: _____

_____
Name and title (please print)

_____ _____
Signature Date

Read and Understood by the Recipient Scientist:

_____
Name and title (please print)

_____ _____
Signature Date

SINAI HEALTH SYSTEM

Darlene Homonko, *Director, Technology Transfer & Industrial Liaison*

_____ _____
Signature Date

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EXHIBIT A

RESEARCH PLAN

Please include the REB number and the title of the study along with the study description from the recipient's REB-approval document, OR provide a brief (1 paragraph) description of the REB-approved research plan. Please note if the study is part of a clinical trial.