MEMORANDUM

TO: Randolph G. Moore  
   Chair, Board of Regents

VIA: David K. Lassner  
     President

VIA: Kalbert K. Young  
     Vice President for Budget and Finance/Chief Financial Officer

VIA: Carrie K.S. Okinaga  
     Vice President for Legal Affairs and University General Counsel

FROM: Vassilis L. Syrmos  
     Vice President for Research and Innovation

SUBJECT: Approval of Indemnification Provision in a Material Transfer Agreement (“MTA”) and Data Transfer Agreement (“DTA”) between the Breast Cancer Association Consortium (BCAC) and the University of Cambridge

SPECIFIC ACTION REQUESTED:

It is requested that the Board of Regents approve an indemnification provision in a Material Transfer Agreement (“MTA”) and Data Transfer Agreement (“DTA”) between the Breast Cancer Association Consortium (BCAC) and the University of Cambridge, United Kingdom (“Cambridge”).

RECOMMENDED EFFECTIVE DATE:

The recommended effective date is upon Board of Regents (“Board”) approval.

ADDITIONAL COST:

No costs are associated with this request.
PURPOSE:

This MTA and DTA will allow University of Hawaiʻi ("University") researcher, Dr. Loic Le Marchand of the University of Hawaiʻi Cancer Center, to provide raw genotyping data to Cambridge to conduct the quality control and the centralized data analysis for an NIH-supported international consortium on the genetics of breast cancer. This MTA and DTA will also allow Dr. Le Marchand to obtain back from Cambridge processed genotype data for the Multiethnic Cohort ("MEC") participants who were genotyped for this consortium project.

BACKGROUND:

Pursuant to HRS § 304A-111, Board of Regents approval is required before the University may enter into a written MTA with the institution providing the research materials where, among other obligations, the agreement requires the University to indemnify the provider.

NATURE OF RESEARCH AND ANALYSIS OF UNDERLYING RISKS OF RECEIPT OF RESEARCH MATERIALS:

Dr. Le Marchand seeks access to processed genotype data from Professor Douglas Easton at Cambridge, for the MEC participants who were genotyped for this consortium project. Using the genotype data, Dr. Le Marchand and members of his laboratory and MEC colleagues at the University of Southern California ("USC") may perform additional data analysis. Cambridge will perform the central data analysis for the consortium and will include the de-identified data from the Hawaii and USC components of the MEC.

Only de-identified data will be provided to Cambridge. The nature of the data will be genotype data from the Illumina OncoArray chip, and limited phenotype data (age at diagnosis, tumor characteristics and breast cancer risk factor data). No bio specimen will be shipped. The collaborative study involves over 60 institutions and, with its unprecedented size, will identify new genetic susceptibility variants associated with breast cancer risk in the general population. The University MEC investigators will be involved in the interpretation of the results and the drafting of manuscripts. Risk associated with this study is minimal to non-existent.

INDEMNITY LANGUAGE IN MATERIAL TRANSFER AGREEMENTS:

The MTA with Cambridge requires that the Recipient, “will indemnify the Provider from any liability, damage, loss or expenses (including reasonable attorneys’ fees and expense of litigation ("Claims") incurred by or imposed on the Provider by a third party as a result of the Recipient’s use, handling, storage and disposal of the Samples and/or
Data, except to the extent that the liability is due to the gross negligence or willful misconduct of the Provider.” (see MTA, section 6.3).

The DTA with Cambridge requires that the Recipient, “will indemnify Cambridge from and against any liability, damage, loss or expenses (including reasonable attorneys' fees and expense of litigation ("Claims") incurred by or imposed on Cambridge by a third party as a result of the Recipient’s use, handling, storage and disposal of the Data, except to the extent that the liability is due to the gross negligence or willful misconduct of Cambridge.” (see DTA, section 6.3)

The University Office of Technology Transfer and Economic Development requested that the indemnity provision be eliminated, but was informed by Cambridge that, because the Breast Cancer Association Consortium consists of many institutions, the agreement must be consistent with all parties, and therefore this obligation must remain unchanged.

INDEMNIFICATION STATUTORY REQUIREMENTS:

In pertinent parts, HRS § 304A-111 authorizes the Board to indemnify collaborating institutions that transfer research materials to the University for research or training purposes:

Indemnification of collaborating institutions.

(a) The board of regents may indemnify collaborating institutions from claims arising against them for the gross negligence or willful misconduct of the university's officers, employees, and agents in the course of their employment, in connection with the university's use, storage, or disposal of materials owned or licensed by a collaborating institution that are purchased by the university from or transferred to the university by the collaborating institution for research or training purposes.

(b) The university shall use the material transfer agreements recommended and approved by the Association of University Technology Managers to confer the indemnification authorized by this section.

(c) Indemnification claims authorized by this section shall be payable solely from the moneys and property of the university and shall not constitute a general obligation of the State or be secured directly or indirectly by the full faith and credit of the State or the general credit of the State or by any revenues or taxes of the State. The board of regents may obtain loss insurance to cover the liability of the university that may arise under this section; provided that loss insurance for the university shall be at the university's expense.
The Board’s attention is directed to two aspects of HRS § 304A-111.

First, the reference in Subsection (b) to MTAs approved by the "Association of University Technology Managers" is incorrect or outdated. There are no relevant MTAs currently recommended and approved by the AUTM for use by the University. By approving the indemnification to Cambridge, the Board will implicitly authorize the Administration to use MTAs that are not strictly those templates used by the Association of University Technology Managers. The University will then be better able to follow current and “best practice” formats as the forms are developed particularly for international collaborations.

Second, HRS § 304A-111 does not specify the internal approval and review procedures leading up to Board approval for indemnification. The Board is familiar with the HRS § 304A-110 procedures to indemnify a research sponsor. In brief, the procedure requires favorable review by the University General Counsel, a risk assessment and insurance coverage analysis by the University Chief Financial Officer, and approval by the President. HRS § 304A-111 concerning MTAs similarly grants indemnification authority to the Board, but does not specify in detail the internal approval procedures. For this MTA with Cambridge, the University Administration has adopted the sponsored research internal review and approval procedures to use for MTAs. Approval of this MTA with Cambridge will indicate that until and unless later superseded, the internal review and approval procedures used for sponsored research agreements will suffice for MTAs.

Attached for your reference is the memorandum of understanding between the Breast Cancer Association Consortium and the University of Cambridge. On October 16, 2014, the Board approved a similar international MTA with Aarhus University in Denmark.

**ACTION RECOMMENDED:**

It is recommended that the Board of Regents approve the indemnification obligation in the Material Transfer Agreement (“MTA”) and Data Transfer Agreement (“DTA”) between the Breast Cancer Association Consortium (BCAC) and the University of Cambridge, United Kingdom (“Cambridge”).

Attachment

c: Cynthia Quinn, Executive Administrator and Secretary to the Board of Regents
Memorandum of Understanding ("MoU")
onResearch Cooperation
between
the
The Chancellor, Masters and Scholars of the University of Cambridge
and
the BCAC Partners

The Chancellor, Masters and Scholars of the University of Cambridge through Professor Douglas Easton of the Department of Public Health and Primary Care ("Cambridge") and the Breast Cancer Association Consortium ("BCAC") partner, as listed in Schedule 1 of this Agreement each a "BCAC Partner", whom signs this MoU (hereinafter referred to together as the "parties" and individually a "party") agree as follows:

Purpose

1. This Memorandum of Understanding ("MoU") is made by and between the parties to:

   a) establish the broad terms on which samples (whether DNA or human tissue) ("Samples") will be transferred to either Cambridge, another BCAC Partner or a third party service provider engaged by a BCAC Partner, as agreed, for genotyping and/or sequencing:

      AND/OR

   b) establish the broad terms on which raw data (phenotype, genotype and other clinical data) ("Raw Data") will be transferred to Cambridge as coordinator of BCAC for QC and data cleaning

      Points 1 a) and b) shall collectively be referred to as "the Work"

   c) to enable Cambridge to transfer Raw Data, the data generated from the genotyping or sequencing of Samples under point a) above ("Genotype/Sequencing Data") (as appropriate) and other data/results generated and/or contributed by the BCAC Partners pursuant to their participation in BCAC, together "BCAC Data" on behalf of the providing BCAC Partner or other relevant BCAC Partner, pursuant to the research aims of the Breast Cancer Association Consortium.

2. By way of this Agreement the Parties will:

   a) establish the terms under which Samples and Raw Data will be transferred within BCAC for the Work defined above – the BCAC Material Transfer Agreement ("BCAC MTA") attached hereto as Schedule 2.

   b) establish the terms of the agreement by which Cambridge shall be able to disseminate BCAC Data pursuant to the research aims of the Breast Cancer Association Consortium - the BCAC Data Transfer Agreement ("BCAC DTA") attached hereto as Schedule 3.

3. In signing this MoU, each BCAC Partner agrees to:

   a) formally approve the terms of the BCAC MTA and agree to transfer any and all Samples and Raw Data for the Work on this basis. Whilst it is not intended that the terms of the BCAC MTA be non-negotiable, the intention is to use this document to standardise Sample and Data transfers within BCAC in order to avoid contractual conflicts and delays. To this end, in signing this agreement the BCAC Partners acknowledge the spirit of the BCAC MTA and therefore agree to either use the BCAC MTA as a template or otherwise issue/accept equivalent terms for such transfers.

   b) formally approve the terms of the BCAC DTA;

   c) enable Cambridge to transfer BCAC Data to a requesting BCAC Partner or other third party authorised by BCAC on the terms of the BCAC DTA.
d) grant their express permission to Cambridge and/or waive any rights contained in any relevant existing agreements which conflict or are otherwise inconsistent with those contained in the MoU and BCAC DTA together, as necessary to permit completion of the Work and release of the Data as anticipated hereunder.

4. The BCAC DTA:

a. In coordinating access to the BCAC Database, and otherwise prior to using any of the BCAC Data, Cambridge shall follow the instructions of the BCAC Data Access Coordinating Committee ("DACC") or any future equivalent governing body established by BCAC and the Originator(s). The DACC will approve all requests for access ("Research Programme") in consultation with the BCAC Partner’s lead academic who provided and/or generated the data requested (the “Originator”) and shall secure the permission of the Originator prior to granting access to said data.

b. Once a Research Programme has been approved by the DACC and the Originator, as appropriate, Cambridge shall issue the BCAC DTA as a non-negotiable agreement and be free to execute the BCAC DTA with the requesting BCAC Partner or third parties and transfer the relevant data on behalf of the Originator, without further reference to the Originator except as required under the BCAC DTA.

5. The BCAC MTA:

a. Further to the above, it is understood that the involvement and/or contribution of each BCAC Partner may be separate, distinct and varied. Accordingly, in executing this MoU, it is intended that, where possible and following execution of the BCAC MTA by an authorised representative of their institution, the lead academic of each BCAC Partner shall be duly authorised to approve the Work to be undertaken with their Samples and/or Raw Data by completing Appendix B of the BCAC MTA which shall form part of each BCAC MTA executed by the relevant BCAC Partner institution.

Effective Period of the MoU

6. The effective period of this MoU shall be from the point of transfer of any Samples or Raw Data, whether before, on or after execution of this MoU and survive until termination of this MoU in accordance with Clause 7.

7. A Party may terminate this MoU in the event that they withdraw from the Breast Cancer Association Consortium but not otherwise.

Interpretation of Terms

8. If doubt arises in respect of the interpretation of the provisions of this MoU or problems in respect of matters not prescribed therein, both parties shall consult with each other via the DACC in good faith and settle them amicably in the spirit of this MoU. The final interpretation and authority to decide shall rest with the DACC.

This MoU shall be executed by and between each BCAC Partner and Cambridge, by a duly authorised official of each institution, and the contract shall be considered fully executed upon receipt of a scanned (PDF) copy of this the MoU (once fully signed) by Cambridge. Where existing Agreements require that Cambridge secure the express permission of a BCAC Partner institution in respect of their Samples or Data, signature of this MoU shall be considered confirmation of such express permission.
The BCAC Partner

Name of BCAC Partner institute:

University of Hawaii

By

Leonard R. Gouveia, Jr.
Director, Office of Export Controls

By

Brian Taylor
Interim Director, University of Hawaii Cancer Center

Dr. Brian Taylor
Interim Vice Chancellor for Research
University of Hawaii at Manoa
Schedule 1 – List of BCAC Partners to whom this agreement applies

University of Melbourne
Netherlands Cancer Institute (NKI)
University of Sydney
University of Manchester
University Hospital Erlangen
London School of Hygiene and Tropical Medicine
University of Western Australia
National Israeli Cancer Control Center (NICCC) - Carmel Medical Center
University of Oxford
Galician Foundation of Genomic Medicine/SERGAS
University of Heidelberg
University of California San Francisco
British Columbia Cancer Agency
University Hospital of Heraklion
Inserm (National Institute of Health and Medical Research)
Copenhagen University Hospital
Spanish National Cancer Research Centre (CNIO)
German Cancer Research Center (DKFZ)
American Cancer Society
Beckman Research Institute of City of Hope
Against Breast Cancer
The International Agency for Research on Cancer (IARC)
Institute of Cancer Research
University Hospital of Cologne
Dr. Margarete Fischer-Bosch-Institute of Clinical Pharmacology Stuttgart
Kings College London
Hannover Medical School
Hospital Clinico San Carlos
Helsinki University Central Hospital
Aichi Cancer Center Research Institute
Hong Kong Hereditary Breast Cancer Family Registry
Institute of Biochemistry and Ufa Scientific Center of Russian Academy of Sciences (UCRAS)
Portuguese Oncology Institute-Porto
Karolinska Institutet
University of Eastern Finland
Peter MacCallum Cancer Centre
Seoul National University College of Medicine
University of Southern California
Flanders Institute for Biotechnology (VIB)
Macedonian Academy of Sciences and Arts (MASA)
Fondazione IRCCS Istituto Nazionale dei Tumori (INT)
Istituto Europeo di Oncologia (IEO)
Mayo Clinic
Cancer Council Victoria
University of Hawaii
Lund University
Memorial Sloan-Kettering Cancer Center
McGill University
Cancer Research Initiatives Foundation
The Norwegian Radium Hospital, Oslo University Hospital
Vanderbilt University
Cancer Prevention Institute of California
Harvard School of Public Health (HSPH)
Partners Healthcare
National Cancer Center Tokyo
University of Oulu
Mount Sinai Hospital
Leiden University Medical Centre
National Institute of Health (NIH)
University of Southampton
Erasmus University Medical Center Rotterdam
University of Sheffield
National University of Singapore
Pomeranian Medical University
Academia Sinica
University of California Irvine
University of Chicago
Laval University
Schedule 2
BCAC MATERIAL TRANSFER AGREEMENT

1. **Providing Institution & Provider's Investigator**
   [INSERT LEGAL NAME AND ADDRESS OF PROVIDING INSTITUTION] ("Provider"), through [INSERT NAME OF PROVIDING ACADEMIC] (the "Originator(s)")

   **Samples and Raw Data**
   As defined below and detailed in Appendix A from [INSERT NAME OF STUDY/CONSORTIUM] (the "Study")

2. **Recipient Institution's Principal Investigator**
   [INSERT NAME OF LEAD ACADEMIC] (the "Recipient Scientist") of

   **Recipient Institution**
   [INSERT NAME OF GENOTYPE/SEQUENCING CENTRE] ("Recipient")

   **Investigation proposed for the Samples and/or Raw Data**
   Pursuant to the research aims of the Breast Cancer Association Consortium ("BCAC"), Recipient wishes to acquire the Samples and/or Raw Data for the academic research as described in Appendix B of this Agreement ("the Work"). For the avoidance of doubt, the Work as defined in this Agreement shall concern the Samples and/or Raw Data specified herein and use of Samples and/or Raw Data from third parties or other studies for the same research shall not form part of the Work hereunder.

3. Provider is willing to provide the Samples and/or Raw Data for the period defined in Appendix B (the "Term") from the date of execution, on the Standard Terms and Conditions shown overleaf, and in consideration thereof the Recipient agrees to be bound by those Standard Terms and Conditions.

AGREEED by the parties through their authorised signatories:

For and on behalf of Provider

For and on behalf of Recipient

Read and understood by Recipient Scientist

Signed

Signed

Signed

Print name

Print name

Print name

Title

Title

Title

Date

Date

Date
Breast Cancer Association Consortium – MoU-March 2013

Standard Terms and Conditions for Release of Samples and Raw Data

1. Definitions

1.1 Anonymised: means direct identifiers are removed from the information and replaced with a code. The Originator retains a list that links the participants’ code names with their actual name.

1.2 BCAC: Breast Cancer Association Consortium.

1.3 BCAC Partner: any institution that is a recognized member of BCAC.

1.4 BCAC MoU: the memorandum of understanding executed by and between Provider and the University of Cambridge (coordinator of BCAC) which establishes the terms under which: a) Cambridge may release data (including Raw Data) to BCAC Partners and third parties authorised by BCAC for further research purposes (“the BCAC DTA”); and b) Samples and Raw Data may be transferred within BCAC for the purposes of the Work.

1.5 Data Access Coordinating Committee (DACC): the current review board of BCAC or any future equivalent governing committee established by BCAC.

1.6 Donor: the donor of the Samples or Raw Data

1.7 Effective Date: ___________________________ 20## [INSERT AS APPROPRIATE]

1.8 Genotype/Sequencing Data: all genotype and/or sequencing data generated by the Recipient from the Samples in the course of the Work.

1.9 Genotyping/Sequencing Centre: a third party or BCAC Partner engaged by the Recipient to extract DNA from, or sequence the Samples.

1.10 Personal Information: means information about one or more living Donor who can be identified from that information, as provided under data protection legislation applicable to Provider, including but not limited to surname, initials, date of birth, address and postcodes, national insurance number, hospital number or NHS number.

1.11 Raw Data: all data transferred, including but not limited to Personal Information (defined below), irrespective of form or method of transfer, by Provider to the Recipient pursuant to this Agreement including but not limited to that listed in Appendix A.

1.12 Results: all data, including but not limited to Genotype/Sequencing Data, quality controlled and/or cleaned Raw Data, aggregated or otherwise analysed Raw Data arising from the Work.

1.13 Samples: all human tissue provided by Provider, and/or extracted DNA derived therefrom.

2. Ownership and Use of Samples and/or Raw Data

2.1 Provider retains control and ownership of the Samples and/or Raw Data. Nothing contained in this Agreement shall affect any proprietary rights Provider has in and to the Samples and/or Raw Data.

2.2 Provider grants Recipient a non-exclusive licence to use the Samples and/or Raw Data solely for use for the Work. The Recipient warrants that it shall comply with all rules and regulations relating to the use, storage and disposal of the Samples as specified in relevant national statutory provisions including privacy of health information statutes. The Recipient shall not use the Samples and/or Raw Data directly or indirectly for any commercial purpose whatsoever.

2.3 Except where a Genotype/Sequencing Centre which is independent from the Recipient has been identified above, the Recipient:

a. shall keep the Samples and/or Raw Data secure at the Recipient Scientist’s laboratory and ensure that no-one other than the Recipient Scientist and the employees and students under the direct supervision of the Recipient Scientist who have a need to have access to the Samples and/or Raw Data for the purposes of the Work have access to them.

b. shall not allow any third party, either directly or indirectly, access to the Samples and/or Raw Data, or otherwise supply the Samples and/or Raw Data to any third party.

The Recipient warrants that prior to using any Genome/Sequencing Centre they will enter into a formal legally binding agreement with said Centre to keep the Samples and/or Raw Data secure at their premises, which does not conflict and preserves the rights and intentions of the Parties under this Agreement.

Page 7 of 21
Breast Cancer Association Consortium – MoU-March 2013

2.4 The Recipient and the Recipient Scientist shall refer to Provider any request for the Samples and/or Raw Data from anyone other than those persons working under the Recipient Scientist's direct supervision.

2.5 Except as provided in this Agreement, no express or implied licences or other rights are provided to the Recipient under any proprietary rights of Provider including without limitation patents, patent applications or trade secrets. Except as provided herein, no express or implied licences or other rights are provided to use the Samples and/or Raw Data or any patents of Provider. If the Recipient desires to use, license or otherwise provide the Samples and/or Raw Data for commercial purposes, the Recipient shall first negotiate in good faith with Provider to establish the terms of a commercial licence. Provider shall have no obligation to grant such a licence to the Recipient, and shall be free to grant exclusive or non-exclusive commercial licences to others, or transfer, sell or assign all or part of the rights in the Samples and/or Raw Data to any third party.

2.6 In conducting the Work, each Party shall comply with the applicable laws in their respective jurisdiction, including but not limited to those concerning the use of human tissue, DNA, confidentiality of patient medical records and the privacy of health information. However: a) where Provider acting reasonably judges that a) the body of laws applicable to the Recipient to be insufficient to protect the Donor or otherwise maintain the Samples and/or Raw Data in accordance with the consent and laws under which they were obtained, then Provider shall suggest an alternative body of laws which shall govern the Recipient’s use of the Samples and/or Raw Data and Recipient hereby agrees to comply with said laws; or b) where Provider identifies that there is a conflict between the laws applicable to the Recipient and the laws under which Provider collected the Samples and/or Raw Data which put at significant risk the rights of the Donor or otherwise Provider’s compliance with the Donors’ consent and/or laws under which they were obtained, then Provider shall clearly communicate the conflict to the Recipient and, except where prohibited under laws applicable to the Recipient, the Recipient shall adhere to the requirements prescribed by Provider in regards to the conflicting provision only. For the avoidance of doubt, the burden of proof in regards to points a) and b) above shall rest with Provider.

2.7 It is understood by the Parties that the Recipient may make a discovery in the course of the Work which is of significance to the health, well-being prognosis and/or continued treatment of a Donor (“Incidental Finding”). It is agreed by the Parties that the burden of establishing the reporting requirements in respect to Incidental Findings shall rest with Provider. Provider shall define the scope of what is to be considered an Incidental Finding and the extent to which the Recipient shall be obligated to report on such to the Provider’s Investigator, in accordance with Appendix B of this Agreement. Where this Agreement is left silent on this matter, it shall be assumed that the Recipient shall have no such obligations.

2.8 The Recipient will prioritise data protection and the anonymity of the Donors and will not attempt to identify them.

3. Confidentiality, Publication and Data Access

3.1 Provider shall ensure that all Samples and Raw Data are provided in an Anonymised form. However, the Recipient understands that the Samples and/or Raw Data are confidential and may contain Personal Information. The Recipient agrees to hold and to procure the holding in strictest confidence the Samples and/or Raw Data, and any Personal Information contained therein which is transferred to the Recipient by Provider pursuant to this Agreement (“Information”). The Recipient will prioritise data protection and the anonymity of the Donor and will not use the Information in any manner that might expose their identity or infringe their right to privacy, nor attempt to identify or contact any of the Donor. These obligations of confidentiality do not apply to Information which:

a) was in the public domain or enters into the public domain through no improper act on the Recipient’s part or on the part of any of the Recipient’s employees; or

b) must be disclosed for minimum lawful compliance with court orders, regulations or statutes, provided that:

I. prior to such disclosure, to the extent legally and reasonably possible, Provider is given prompt written notice and an opportunity to seek a protective order or to agree such disclosure; and

II. in the case of a disclosure under applicable “Freedom of Information” legislation, such as the United Kingdom Freedom of Information Act 2000, none of the exemptions in that Act applies to the information.

3.2 The Recipient will use all reasonable efforts to ensure that the Samples and/or Raw Data in its possession, or under the control of Recipient shall as soon as reasonably possible be returned or destroyed upon:

a) the reasonable request of Provider

b) termination of this Agreement

c) in the event that the Recipient is in material breach of any of the conditions of this Agreement
3.3 These obligations of confidentiality and non-use shall survive termination of this Agreement for a period of ten (10) years, except that all Personal Information shall be held in confidence indefinitely.

3.4 If the Recipient is required to destroy the Samples and/or Raw Data then it will confirm in writing to Provider that the Samples and/or Raw Data have been destroyed.

3.5 The Recipient will try not to link the Samples and/or Raw Data provided by Provider pursuant to this Agreement to other Samples and/or Data from anyone else, unless otherwise agreed by the Parties.

3.6 It is the intention of the Parties that the Originator(s), the Recipient and any other relevant collaborator in accordance with academic custom shall be co-authors on any publication of the Results of the Work. The Recipient agrees not to disclose Provider’s Information without seeking permission from Provider prior to publishing. All publication shall acknowledge the contributions of funding organisations involved in the generation of Samples and/or Raw Data.

3.7 Notwithstanding the above, it is understood by the Parties that it may be a required by a funding body financially supporting the Work, that the Results, or a portion thereof (as applicable) be published in accordance with said funding body’s data access policy. Where such release of the Results is required by an applicable funding body and applicable laws, ethical approvals and consent for the Samples and Raw Data allow for such release, the Parties hereby agree to provide notice that such a disclosure shall occur and consent to such release of the Results, to the extent required. For the avoidance of doubt, the onus for identifying and communicating such third party obligations to the Recipient, shall rest with the Provider.

4. Results

4.1 The Results of the Work will be owned as follows:

a) any Genotype/Sequencing Data will be jointly owned by the Recipient and Provider in equal, undivided shares and both the Provider and the Recipient shall be free to use the Genotype/Sequencing Data for further research purposes only without the consent of the Provider, provided that any such subsequent use shall not prejudice the rights of the Provider in and to the Genotype/Sequencing Data. All Genotype/Sequencing Data will be provided by the Recipient to Provider for the purpose of inclusion in Provider’s data resource, and to the University of Cambridge for incorporation into the BCAC database when appropriate.

4.2 It is understood and agreed by the Parties that all Results shall also be disclosed to the University of Cambridge (by the Provider or the Recipient, as agreed between them) for inclusion in the BCAC database and shall be made available by the University of Cambridge to the BCAC Partners for further research purposes in accordance with the BCAC MoU and by way of the BCAC DTA. The extent of the University of Cambridge’s licence to use such Results shall be as defined in the BCAC MoU and the BCAC DTA which has been executed by and between each Party and the University of Cambridge.

5. Termination

5.1 This Agreement will terminate on the earliest of the following dates: (a) on completion of the Work; (b) on expiration of the Term; (c) on thirty (30) days written notice from Provider, or d) immediately upon notice from Provider where a Study participant’s consent is withdrawn. The Term may be extended with the written agreement of Provider. Upon termination under Clause 5.1 (a), (b) or (c), the Recipient shall return or destroy, on Provider’s request, any remaining Samples only. Upon termination under Clause 5.1 (d) only, the Recipient shall return or destroy any remaining Samples or Raw Data on Provider’s instruction. The obligations of both parties in clauses 3, 4, 6.1 and 6.2 shall survive termination of this Agreement for whatever cause.

6. General

6.1 Provider warrants that it has obtained the Samples and/or Raw Data in accordance with all relevant laws and guidelines applicable in the country where the Provider is located, that it has obtained appropriate ethical certification or legal authorisation for the use of the Samples and/or Raw Data and will provide a copy of such certification on request and that it has obtained the Samples and/or Raw Data from patients that have given their informed consent for their tissue to be used for research purposes.

6.2 Subject to the warranty under Clause 6.1, Provider makes no representations and extends no warranties of any kind, either expressed or implied in regards to the Samples and/or Raw Data. The Samples and/or Raw Data are provided “as is” and Provider gives no warranty or assurance of any kind to the Recipient or any third party that the Samples are free from infection (including, without limitation, HIV, hepatitis B, hepatitis C or tuberculosis) and any other communicable disease. No warranty (statutory or otherwise) or representation is given by Provider that the Samples and/or Data is of any particular quality or fit for any particular purpose. It shall be the sole responsibility of the Recipient to ensure that the Samples and/or Raw Data are of satisfactory quality, free from infection and fit for the purpose of carrying out the Work. There are no express or implied warranties that the use of the Samples and/or Raw Data will not infringe any patent, copyright, trademark, or other proprietary rights.
6.3 Subject to breach of the warranty under Clause 6.1, in no event shall Provider be liable for any use by the Recipient or Recipient Scientist of the Samples and/or Raw Data transferred under this Agreement. From the point of physical delivery, Recipient agrees to be liable for any loss, claim, damage or liability, of whatsoever kind or nature, due to or arising from the use, handling, storage or disposal of the Samples and/or Raw Data by the Recipient. Furthermore, subject to a breach of the warranty under clause 6.1 and associated obligations of the Provider in respect of defining the scope of use of the Samples and/or Data under applicable ethical approvals and consents, Recipient will indemnify the Provider from any liability, damage, loss or expenses (including reasonable attorneys’ fees and expense of litigation (“Claims”) incurred by or imposed on the Provider by a third party as a result of the Recipient’s use, handling, storage and disposal of the Samples and/or Data, except to the extent that the liability is due to the gross negligence or wilful misconduct of the Provider.

6.4 The Recipient shall use the Samples and/or Raw Data in accordance with the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the use or disposal of the Samples and/or Raw Data.

6.5 The Recipient may not assign this Agreement without the prior written consent of Provider.

6.6 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all negotiations, understandings or previous agreement between the parties relating to the subject matter of this Agreement.

6.7 In the event of any dispute with respect to the rights and obligations conferred under this Agreement and/or otherwise a breach of this Agreement, the academics involved shall first attempt to resolve the matter amicably via the DACC (“Academic Resolution”). In the event that an Academic Resolution cannot be reached, the Parties will attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project (“Informal Process”). If the Parties are not able to resolve the dispute by Informal Process within a reasonable time not exceeding three (3) months from the date the Informal Process is requested by notice in writing, the Dispute will be submitted to and finally resolved by arbitration under the Rules of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause, and in accordance with the following provisions:

- The number of arbitrators shall be one;
- The place of arbitration shall be nominated by the defending party;
- The language to be used in the arbitration proceedings shall be English;
- The award rendered through arbitration shall be final and binding in any event.

6.8 This Agreement may not be amended, altered or modified except by written agreement signed by Recipient and Provider. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement. Neither Provider nor Recipient shall use the names or trademarks of the other party or of any of the respective party’s affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated. All references herein to specific statutes, codes or regulations shall be deemed to be references to those statutes, codes or regulations as may be amended from time to time. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

[END]
Checklist:

Samples and/or Raw Data to be transferred to Recipient
Genotyping, Sequencing, QC or other data cleaning by Cambridge only. No future research plans should be detailed here.

Must include details of any applicable funding and relevant terms and conditions (particularly with regards to the data access), specifically that which will be used for the samples being transferred, where known.

Please define the scope of Incidental Findings and the extent to which the Recipient shall be expected to report on such.

Please state whether it is anticipated that the Samples and/or Raw Data will be combined with other datasets held by the Recipient from the same Provider.

Term (period that Provider is willing to provide the Samples and/or Raw Data from the date of execution of the Standard Terms and Conditions):
Schedule 3 – The BCAC DTA

DATA TRANSFER AGREEMENT

1. **Data**
   - The Chancellor, Masters and Scholars of the University of Cambridge ("Cambridge"), through Professor Douglas Easton of the Department of Public Health and Primary Care on behalf of the Breast Cancer Association Consortium (BCAC)

2. **Recipient Institution's Principal Investigator**
   - [INSERT NAME OF RECEIVING SCIENTIST] (the "Recipient Scientist") of [INSERT LEGAL TITLE OF RECEIVING INSTITUTION] (the "Recipient") the address of which [INSERT LEGAL ADDRESS OF RECEIVING INSTITUTION]

   - wishes to acquire the Data for academic research relating to the:
     - The research project as detailed in Appendix B as approved by the DACC ("Research Programme")

3. Cambridge is willing to provide the Data for the period stipulated in Appendix B (the "Term") from the Effective Date on the Standard Terms and Conditions shown overleaf, and in consideration thereof the Recipient agrees to be bound by those Standard Terms and Conditions.

AGREED by the parties through their authorised signatories:

<table>
<thead>
<tr>
<th>For and on behalf of Cambridge</th>
<th>For and on behalf of Recipient</th>
<th>Read and understood by Recipient Scientist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed</td>
<td>Signed</td>
<td>Signed</td>
</tr>
<tr>
<td>Print name</td>
<td>Print name</td>
<td>Print name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
Breast Cancer Association Consortium – MoU-March 2013

Standard Terms and Conditions for Release of Data

1. Definitions
1.1 Anonymised: means direct identifiers are removed from the information and replaced with a code. The Originator retains a list that links the participants' code names with their actual name.

1.2 BCAC: Breast Cancer Association Consortium.

1.3 BCAC Partner: any institution that is a recognized member of BCAC.

1.4 Contributors: of the Originator(s), Cambridge and any other BCAC Partner who has contributed to the Results.

1.5 Data Access Coordinating Committee (DACC): the current review board of BCAC or any future equivalent governing committee established by BCAC. The Research Programme as approved by DACC on behalf of BCAC will be attached to this Agreement as Appendix B.

1.6 Data: all data transferred by Cambridge to Recipient on behalf of BCAC for the Research Programme, irrespective of form or method of transfer, including but not limited to genotype, phenotype, analysis and resulting data. The specific Data to be transferred will be that detailed in Appendix A.

1.7 Donor: the donor of the samples or data which makes up the Data.

1.8 Effective Date: ___________________________ 20## [INSERT AS APPROPRIATE]

1.9 Personal Information: means information about one or more living Donor who can be identified from that information, as provided under data protection legislation applicable to Cambridge, including but not limited to surname, initials, date of birth, address and postcodes, national insurance number, hospital number or NHS number.

1.10 Results: all results, data, know-how and intellectual property arising from the Research Programme.

1.11 Originator: the BCAC Partner(s) who contributed the Data.

2. Ownership and Use of Data
2.1 It is understood that the Recipient and Cambridge are the only formal Parties to this Agreement and Cambridge is therefore acting on behalf of the Originator and the DACC under this Agreement. Accordingly, all requests for permission to use which are not expressly permitted hereunder and requirements to submit documentation pursuant to this Agreement shall be submitted to Cambridge who will direct them to the DACC who will liaise with the Originator as appropriate. For the avoidance of doubt, a Memorandum of Understanding or other equivalent agreement has been executed by all the BCAC Partners who will be Originators, empowering Cambridge to grant the licenses specified hereunder on behalf of the Originator. Cambridge shall not take decisions on behalf of the Originator and the DACC.

2.2 Cambridge shall have authority over release of the Data on behalf of the Originator and other BCAC Partners.

2.3 Recipient shall not use or disclose the Data other than as permitted or required by this Agreement or as required by law or as otherwise authorized by the DACC and the Originator.

Cambridge grants Recipient a non-exclusive, non sub-licensable licence to use the Data solely for use in the Research Programme. The Recipient shall not use the Data directly or indirectly for any other purpose or commercially-sponsored research whatsoever without the prior written consent of the Originator and the DACC.

2.4 The Recipient shall use all reasonable efforts keep the Data secure at the Recipient Scientist's premises and ensure that no-one other than the Recipient Scientist and the employees and students under the direct supervision of the Recipient Scientist who have a need to have access to the Data for the...
Breast Cancer Association Consortium – MoU-March 2013

purposes of the Research Programme are provided access. The Recipient shall not supply the Data to any other party without the express written consent of the DACC and the Originator, as appropriate. The Recipient and the Recipient Scientist shall refer to the DACC any request for the Data from anyone other than those persons working on the Research Programme, under the Recipient Scientist's direct supervision.

2.5 Recipient will promptly report to Professor Easton of Cambridge, in writing, any use and/or disclosure of the Data which is not permitted or required by this Agreement. Such report shall be made as soon as reasonably possible but in no event more than five (5) business days after discovery by Recipient of such unauthorized use or disclosure. This reporting obligation shall include breaches by Recipient, its employees or students. Each report of a breach will: (i) identify the nature of the non-permitted or violating use or disclosure; (ii) identify the scope of the breach - detail the specific data set misused or disclosed; (iii) identify who made the non-permitted or violating use or disclosure; (iv) identify who received the non-permitted or violating use or disclosure; (v) identify what corrective action Recipient took or will take to prevent further non-permitted or violating uses or disclosures; (vi) identify what Recipient did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and (vii) provide such other information as Cambridge may reasonably request.

2.6 In conducting the Work, each Party shall comply with the applicable laws in their respective jurisdiction, including but not limited to those concerning the use of human tissue, DNA, confidentiality of patient medical records and the privacy of health information. However: a) where Cambridge acting reasonably and in conjunction with the Originator judges that a) the body of laws applicable to the Recipient to be insufficient to protect the Donor or otherwise maintain the Data in accordance with the consent and laws under which they were obtained, then Cambridge having consulted with the Originator shall suggest an alternative body of laws which shall govern the Recipient’s use of the Data and Recipient hereby agrees to comply with said laws; or b) where Cambridge and in conjunction with the Originator identifies that there is a conflict between the laws applicable to the Recipient and the laws under which Cambridge collected the Data which put at significant risk the rights of the Donor or otherwise Cambridge or the Originator’s compliance with the Donors’ consent and/or laws under which they were obtained, then Cambridge having consulted with the Originator shall clearly communicate the conflict to the Recipient and, except where prohibited under laws applicable to the Recipient, the Recipient shall adhere to the requirements prescribed by Cambridge in regards to the conflicting provision only.

2.7 It is understood by the Parties that the Recipient may make a discovery in the course of the Work which is of significance to the health, well-being, prognosis and/or continued treatment of a Donor ('Incidental Finding'). It is agreed by the Parties that the burden of establishing the reporting requirements in respect to Incidental Findings shall rest with the Originator. Originator shall define the scope of what is to be considered an Incidental Finding and the extent to which the Recipient shall be obligated to report on such to the Originator’s investigator, in Appendix B of this Agreement. Where this Agreement is left silent on this matter, it shall be assumed that the Recipient shall have no such obligations.

2.8 The Recipient will prioritise data protection and the anonyomity of the Donor and will not use the Information in any manner that might expose their identity or infringe their right to privacy, nor attempt to identify or contact any of the Donor.

3. Confidentiality and Publication

3.1 Recipient understands that the Data are confidential and may contain Personal Information. The Recipient agrees to hold and to procure the holding in strictest confidence of the Data, and any Personal Information contained therein, and any associated information transferred to the Recipient by Cambridge pursuant to this Agreement ("Information"). These obligations of confidentiality shall not apply to Information which:

a) was in the public domain or entered into the public domain through no improper act on the Recipient’s part or on the part of any of the Recipient’s employees or students; or
Breast Cancer Association Consortium – MoU-March 2013

b) which Recipient can demonstrate by written records was previously known to it;

c) which is independently developed by Recipient by those not having access to the Information and which can be proven through verifiable written records;

d) which is lawfully obtained by Recipient from sources independent of BCAC without any obligation of confidentiality to a BCAC Partner; or

e) must be disclosed for minimum lawful compliance with court orders, regulations or statutes, provided that:

III. prior to such disclosure, to the extent legally and reasonably possible, Cambridge is given prompt written notice and an opportunity to seek a protective order or to agree such disclosure; and

IV. in the case of a disclosure under applicable “Freedom of Information” legislation, such as the United Kingdom Freedom of Information Act 2000, none of the exemptions in that Act applies to the information.

3.2 The Recipient will ensure that the Data in its possession shall as soon as reasonably possible be returned or destroyed upon:

a) the reasonable request of Cambridge

b) termination of this Agreement

c) a material breach of a condition of this Agreement by the Recipient such that cannot be remedied within thirty (30) days

d) withdrawal of consent of the relevant Donor

3.3 If the Recipient is required to destroy the Data then it will confirm in writing to Cambridge that the Data has been destroyed.

3.4 These obligations of confidentiality and non-use shall survive termination of this Agreement for a period of ten (10) years, except that Personal Information shall be held in confidence indefinitely.

3.5 The Data shall be Anonymised. The Recipient will not link the Data provided by Cambridge pursuant to this Agreement to other data from Cambridge or the Originator held by different recipient scientists or by the same Recipient Scientist for different projects, unless otherwise agreed by the Parties.

3.6 Recipient shall have the first right to publish on the Results of the Research Programme. The Recipient and Contributors shall be co-authors on initial publications of the Results of the Research Programme; authorship shall be determined in accordance with academic custom. The Recipient agrees to send all publication manuscripts to the Contributors for review thirty (30) days prior to publishing (“Review Period”). The Contributors can submit comments to the Recipient during the Review Period and the Recipient shall give due consideration to any recommendations made. The Recipient agrees not to disclose any Information without seeking permission from Cambridge and/or the Originator, prior to publishing.

3.7 The Recipient shall ensure the Results are published within one (1) year on completion of the Research Programme or conclusion of the term, whichever is sooner (“Publication Period”). If this is not possible, Recipient will consult with Cambridge who will liaise with the Contributors, as soon as possible and in any case prior to lapse of the Publication Period, with a view to resolve the issue(s) delaying publication. If the Contributors decide that the publication is being delayed unduly by the Recipient, the Recipient shall lose its first right to publish and the licence granted to the Contributors under Clause 4.2 and the BCAC Partners under Clause 4.3 herein shall be exercisable upon lapse of the Publication Period.

3.8 Recipient will ensure that all publications acknowledge the financial support received by all relevant BCAC Partners to produce the Data. The Recipient will liaise with Cambridge in order to secure
Breast Cancer Association Consortium – MoU-March 2013

this information prior to publishing.

4. Results

4.1 It is expressly agreed that neither the Contributors, nor Cambridge or the Recipient transfers by operation of this Agreement any right in or licence to any patents, copyrights, or other proprietary right owned previous to the commencement date of the Agreement or arising outside of the Research Programme.

4.2 The Results will be owned jointly in equal, undivided shares by the Recipient and the Contributors. Following first publication in accordance with Clause 3, the Contributors shall be free to use the Results for research purposes only, subject to Clause 4.3 and 4.4. Before making any commercial use of, or publishing on, the Results, the Recipient and the Contributors will hold good faith discussions to decide on whether patent or any other proprietary rights to protect Results should be sought and how best to proceed with securing that protection. These discussions shall be formalised in a joint ownership agreement and no commercial use shall be made of Results prior to execution of this agreement or otherwise the written the consent of the Contributors.

4.3 All Results shall be promptly disclosed to Cambridge who will distribute Results to the Contributors. Results shall be held in confidence (by the Recipient, Contributors and the DACC) until published in accordance with this Agreement. Following publication, the BCAC Partners shall be free to use published Results for further non-commercial, academic teaching and research purposes and the Recipient and the Contributors hereby grant to the BCAC Partners a non-exclusive, non sub-licensable, royalty-free, perpetual licence to use the Results to that effect.

4.4 It is understood that all Results shall also be disclosed to the University of Cambridge for inclusion in the BCAC database and shall be made available to the BCAC Partners in accordance with the BCAC MoU and by way of the BCAC DTA

4.5 The Recipient acknowledges that the Data are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licences or other rights are provided to the Recipient under any proprietary rights of the Contributor(s) including without limitation patents, patent applications or trade secrets. Except as provided herein, no express or implied licences or other rights are provided to use the Data or any related patents of Cambridge or the Originator(s). If the Recipient desires to use, license or otherwise provide the Data for commercial purposes, the Recipient shall first consult with the Originator and the DACC on this intention and if viable negotiate in good faith to establish the terms of a commercial licence.

5. Termination

5.1 This Agreement will terminate on the earliest of the following dates: (a) on completion of the Research Programme, or (b) on expiration of the Term; or (c) immediately upon notice from Provider where a Study participant’s consent is withdrawn. The Term may be extended with the written agreement of Cambridge and the Originator(s). The Recipient shall return the Data on Cambridge’s instruction. The obligations of the parties in clauses 3, 4, 6.1 and 6.2 shall survive termination of this Agreement.

5.2 This Agreement will terminate on the earliest of the following dates: (a) on completion of the Work; (b) on expiration of the Term; (c) on thirty days written notice from Provider, or (d) immediately upon notice from Provider where a Study participant’s consent is withdrawn. The Term may be extended with the written agreement of Provider. Upon termination under Clause 5.1 (a), (b) or (c), the Recipient shall return or destroy, on Cambridge’s request, any remaining Samples only. Upon termination under Clause 5.1 (d) only, the Recipient shall return or destroy any remaining Samples or Raw Data on Cambridge’s instruction. The obligations of both parties in clauses 3, 4, 6.1 and 6.2 shall survive termination of this Agreement for whatever cause.

6. General

6.1 Neither Cambridge nor the Originator makes any representations or extends any warranties of any kind, either expressed or implied in regards to the Data. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Data will not infringe any patent, copyright, trademark, or other proprietary rights.
Breast Cancer Association Consortium – MoU-March 2013

6.2 Recipient warrants that it has obtained all necessary licences and/or ethical certification required under the law applicable in its jurisdiction or otherwise as instructed by the Provider, to receive and use these Data as anticipated hereunder.

6.3 In no event shall Cambridge be liable for any use by the Recipient or Recipient Scientist of the Data transferred under this Agreement. Recipient agrees to be liable for any loss, claim, damage or liability, of whatsoever kind or nature, due to or arising from the use, handling, storage or disposal of the Data by the Recipient except where such loss arises from the wilful misconduct or gross negligence of Cambridge. Recipient will indemnify Cambridge from and against any liability, damage, loss or expenses (including reasonable attorneys’ fees and expense of litigation (“Claims”) incurred by or imposed on Cambridge by a third party as a result of the Recipient’s use, handling, storage and disposal of the Data, except to the extent that the liability is due to the gross negligence or wilful misconduct of Cambridge.

6.4 The Recipient shall use the Data in accordance with the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the use or disposal of the Data.

6.5 The Data are supplied without cost but the Recipient shall reimburse Cambridge for any reasonable shipping and related costs that may be incurred when preparing and sending the Data to the Recipient.

6.6 The Recipient may not assign this Agreement without the prior written consent of Cambridge and the Originator(s).

6.7 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all negotiations, understandings or previous agreement between the parties relating to the subject matter of this Agreement.

6.8 In the event of any dispute with respect to the rights and obligations conferred under this Agreement and/or otherwise a breach of this Agreement, the academics involved shall first attempt to resolve the matter amicably via the DACC (“Academic Resolution”). In the event that an Academic Resolution cannot be reached, the Parties will attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project (“Informal Process”). If the Parties are not able to resolve the dispute by Informal Process within a reasonable time not exceeding three (3) months from the date the Informal Process is requested by notice in writing, the Dispute will be submitted to and finally resolved by arbitration under the Rules of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause, and in accordance with the following provisions:

- The number of arbitrators shall be one;
- The place of arbitration shall be nominated by the defending party;
- The Language to be used in the arbitration proceedings shall be English;
- The award rendered through arbitration shall be final and binding in any event.

6.8 This Agreement may not be amended, altered or modified except by written agreement signed by Recipient and Cambridge. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement. Neither Cambridge nor Recipient shall use the names or trademarks of the other party or of any of the respective party’s affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated. All references herein to specific statutes, codes or regulations shall be deemed to be references to those statutes, codes or regulations as may be amended from time to time. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an inked signed original.
Breast Cancer Association Consortium – MoU-March 2013

Appendix A of the BCAC DTA

Data to be transferred to Recipient

Checklist:
Breast Cancer Association Consortium – MoU-March 2013

Appendix B of the BCAC DTA

Research Programme, as approved by the DACC

Must include details of any applicable funding and relevant terms and conditions (particularly with regards to the data access).

Please define the scope of Incidental Findings and the extent to which the Recipient shall be expected to report on such.

Please state whether it is anticipated that the Samples and/or Raw Data will be combined with other datasets held by the Recipient from the same Provider.

Specify the “Term”

As agreed [INSERT DATE]

<table>
<thead>
<tr>
<th>Originator</th>
<th>Recipient Scientist</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signed</th>
<th>Signed</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print name</th>
<th>Print name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
</table>