

STANDARD TERMS AND CONDITIONS

1. RECIPIENT will only use Human Material for the Research Project.
2. RECIPIENT will comply with all laws, rules and regulations applicable to the handling and use of the Human Material. RECIPIENT will conduct the Research Project by the highest ethical standards.
3. RECIPIENT represents that it has obtained approval(s), as appropriate, to use Human Material.
4. RECIPIENT agrees to use Human Material for non-profit research purposes only and will not use Human Material for any commercial purposes, including but not limited to selling, commercial screening, or transferring Human Material to a third party for any purpose. Human Material may not be used by the RECIPIENT in research which is subject to the provision of any rights to a commercial third party.

The RECIPIENT agrees that this Human Material may not be used in humans or for any diagnostic, prognostic, or treatment purposes.

5. RECIPIENT will allow the use of Human Materials only 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. Any transfer of Human Material to other than RECIPIENT Investigator's research team requires the advance written approval of PROVIDER.
6. All Confidential Information that is transferred between PROVIDER and RECIPIENT is subject to the following:

All information to be deemed confidential under this MTA 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.

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

For the purposes of this MTA, Confidential Information includes any scientific or business data relating to the Human Material that a Party asserts to be 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 Party without being subject to a confidentiality obligation from another source prior to the disclosure;
- b. have become public knowledge, by publication or otherwise, not due to any unauthorized act of the receiving Party;

- c. the receiving Party can demonstrate it has developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or
- d. are required to be disclosed by law, regulation, or court order.

7. RECIPIENT will not contact or make any effort to identify individuals who are or may be the sources of Human Material, without advanced written approval from PROVIDER.

8. PROVIDER has the right to receive copies of all recorded information or data extracted from the Human Material, 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 regulatory approval. The information shall subsequently be deleted or destroyed.

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.

9. 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 Human Material, 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 licence to use any Inventions based on the use of the Human Material. Such licence does not include the right to sub-license the invention to third parties.

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 which is based on the use of the Human Material, PROVIDER shall be entitled to have such patent or patent application assigned at no cost.

10. RECIPIENT has the right to publish results from the use of Human Material 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 provide PROVIDER with a draft manuscript to ensure that the Human Material 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.

11. When the Research Project is completed or this MTA is terminated, whichever comes first, the RECIPIENT will discontinue all use of Human Material, any unused Human Material will either be destroyed in compliance with all applicable statutes and regulations or will be returned to the PROVIDER as requested by the PROVIDER.

RECIPIENT is obliged to destroy specific samples of human material at PROVIDERs request if PROVIDER makes such a request based on participant withdrawal from MoBa.

12. In all oral presentations or written publications concerning the use of Human Materials, RECIPIENT will acknowledge PROVIDER's contribution of Human Material unless requested otherwise by PROVIDER.
13. Any Human Material 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 human material will not infringe any patent, copyright, trademark, or other proprietary rights.
14. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this MTA. 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 MTA. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from RECIPIENT transport, receipt, use, storage or disposal of Human Material.
15. 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 Human Material 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.
16. Fraud, waste and abuse

RECIPIENT who becomes aware of the existence of fraud, waste and/or abuse of the Human Material shall report such matters to the MoBa Committee.
18. This MTA is construed in accordance with Norwegian law. The Norwegian Courts have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.



The Parties have executed this MTA by their respective duly authorized officers on the day and year hereinafter written. Any communication or notice to be given shall be forwarded in writing to the respective addresses listed below.

Version 2015