

**MATERIAL AND DATA TRANSFER AGREEMENT**

### Parties

The following “Agreement” is hereby entered into between Uppsala University through the Department of [department], [address] (hereinafter “UU”) and [name], [address] (hereinafter the “Recipient”).

In the Agreement, the said parties are collectively referred to as the “Parties” or individually as a “Party”.

### Definitions

 **“Biobank”** means the biobank where the Material is included: Uppsala Biobank, an infrastructure for medical research and a center of competence for biobank related matters in collaboration between UU and Uppsala University Hospital. The Biobank is in possession of the Material and Data under the legal responsibility of Uppsala University Hospital (region Uppsala).

 **“Data”** means the Data defined in Appendix 2 and other information being transferred to Recipient under this Agreement which may include Personal Data.

**“Donor”** means the living person from whom the Material has been taken, or the living person who is carrying or has carried a fetus from which the Material has been taken.

 **“L2a1. Agreement”** means the agreement between UU and the Biobank (L2a1. Agreement on the transfer of Human Biological Material to a Research Principal), attached hereto in Appendix 3.

 **“Material”** means the human biological Material and associated Sample Code defined in Appendix 2.

**“Personal Data”** means personal data pursuant to Article 4.1 of the EU General Data Protection Regulation 2016/679 (“GDPR”).

**“Purpose”** means the research to be performed on the Material and Data, as set out in Appendix 1.

**“Research Project”** means the research project to be performed which include the Purpose, as set out in Appendix 1.

**“Sample”** means the biological Material from a living or deceased person or from a fetus.

 **“Sample Code”** means the sample ID that has replaced directly identifiable information on the Samples so that Personal Data can no longer directly be attributed to a specific individual. Sample Codes relating to individual persons are considered to be Personal Data.

**“Third Party”** means a natural person or legal entity that is not a party to this Agreement.

### Background

3.1 [Recipient has requested access to the Material and Data in order to carry out activities within the Research Project together with UU. UU is willing to provide the Material and Data to the Recipient under the conditions set out below.]

/or/

[UU has engaged Recipient to perform certain analysis on the Material and Data within the Research Project and the Parties agree to the following terms and conditions regarding Recipients use of Materials and Data.]

3.2 Biobank, who has the legal responsibility for the Material, has agreed to make the Material available to UU for the Purpose and on the conditions as further laid out in the L2a1. Agreement. The Parties acknowledge and agree that UU is obliged to impose on the Recipient corresponding obligations in respect to the Material that is imposed on UU under the L2a1. Agreement.

### Transfer of Material and Data

The Material and Data will be provided to Recipient after mutual signing of this Agreement by both Parties. Delivery of the Material is governed under EXW Incoterms 2020 from UU premises as specified in Appendix 2.

The Material and Data will be sent to Recipient from the following address: [UU adress] to the attention of [name] (“Recipient’s Principal Investigator”) at the following address

[complete with Recipient address].

### Permitted use

5.1 Recipient agrees to use the Material and Data only for the specific Purpose of conducting research in accordance with the Research Project as set out in Appendix 1 and under the terms and conditions of this Agreement and its Appendices, including the terms set out in the L2a1 Agreement mutatis mutandis. Any and all other use than set out above are expressly prohibited without UU’s prior written approval.

5.2 Recipient shall ensure that the Material and Data is used in accordance with applicable laws, rules, regulations, guidelines, polices and ethical requirements including decisions of the Ethical Review Authorities or the Ethical Review Appeals Boards.

5.3 Recipient shall ensure that only authorised persons within Recipient’s organisation (including inter alia staff, employees or persons acting on its behalf) have access to and is allowed to use the Material and Data. Recipient shall ensure that all such authorised persons are informed about and agree to abide by all terms and conditions of this Agreement including its Appendices before such persons get access to any Material and Data. Recipient undertakes to retain control over the Material and Data at all times, and to not give any Third Party access to the Material or Data without UU’s prior written approval.

5.4 The Material and Data is to be provided to Recipient in a mannerthat prevents identification of the individual Donors. Recipient agrees to protect the identity and privacy of Donors from whom the Material were collected and shall not under any circumstance try to use the Sample Code for or in any other way try to directly or indirectly identify the Donors or to make contact with the Donors.

5.5 The Parties acknowledge and agree that UU provides the Material and Data for experimental, non-commercial, use only and that neither shall be used for testing on or treatment of humans. Further Recipient acknowledges that the Material and Data shall be used with all reasonable caution and prudence, since all of their characteristics are not known nor guaranteed UU.

### Transfer of Material or Data to Third Parties

If UU, on a case by case basis, approves in writing the provision or transfer of Material and Data to a Third Party, Recipient undertakes to ensure that the terms of this Agreement including its appendices are extended mutanda mutandis to any such Third Party before the Third Party receives any access to the Material and Data. Recipient will remain solely responsible for any Third Party’s compliance with the provisions of this Agreement.

### Safety and withdraw of consent

7.1 Recipient shall in accordance with applicable laws (including concerning protection of personal data and rules relating to biobanks) and this Agreement keep the Material and Data secure, safeguarded and appropriately protected, including in particular in relation to their integrity and security, from unauthorized access and use as well as protect it from loss or theft. Recipient shall without undue delay notify UU, and shall provide to UU all reasonable assistance and information it may request, if Recipient becomes aware of or believes that any unauthorised person accessed or has come into possession of any part of the Material and/or Data.

7.2 If a Donor, or another person who has given consent, withdraws its consent, Recipient acknowledges and agrees to, upon UU’s or the Biobank’s request (including verbal communication), immediately discontinue all use of Material and Data and that any remaining Material and Data relating to that Donor shall be returned to the Biobank or destroyed, as instructed by UU (who in turn will be instructed by the Biobank).

### Data Protection

The Parties acknowledge that the Data and Sample Codes contains Personal Data as defined in the GDPR. The Personal Data must not be used for any other purposes than as explicitly provided in this Agreement. In the performance of obligations under this Agreement, the Parties shall comply with applicable laws and regulations relating to information privacy and data protection.

[Within the framework of this Agreement in general and Appendix 1 in particular, the Parties jointly determine the purposes and means of Personal Data processing and are therefore jointly responsible for certain processing of Personal Data that occurs, as further specified and regulated in the Agreement on Joint Data Control in Appendix 4].

/or/

[Recipient will process Personal Data on behalf of UU within the framework of this Agreement in general and Appendix 1 in particular and will therefore act as Processor of Personal Data in relation to UU who is Controller (the terms Controller and Processor as defined in the GDPR). To this end, the Parties have entered into a separate Data Processing Agreement, see Appendix 4.]

### Ownership

9.1 The Biobank retains all rights, title and interest in and to the Material in, UU´s, Recipients or any third party´s possession. UU retains all rights, title and interest in and to the Data in Recipients or any third party´s possession. For the avoidance of doubt, this Agreement does not confer any transfer any ownership of Material or Data to Recipient.

9.2 Recipient agrees that it will promptly disclose to UU all results arising through the use of the Material and Data and will grant UU a non-exclusive free of charge license to use the same for non-commercial research, educational and patient care purposes.

### Confidential information

10.1 All information, with the exception of Personal Data (protection of Personal Data is regulated in Section 8 above and Appendix 4), which is disclosed by UU to Recipient in connection with this Agreement, including Data and information about the Material, in particular the Sample Code, is confidential information (“Confidential Information”) unless expressly shared as public information by UU in writing. Recipient agrees to only use such Confidential Information for the Purpose and to treat Confidential Information in confidence for a period of five (5) years from the date of its disclosure by UU and to take reasonable steps to ensure that the Confidential Information is protected against unauthorized access. This includes ensuring that Confidential Information is not disseminated within the organisation of the Recipient to individuals other than those who require the information for the execution of the Purpose.

10.2 The obligation to treat Confidential Information in confidence are not applicable to information that was previously known to Recipient, is, on the date of disclosure, publicly available, or is disclosed after the date of this Agreement to Recipient by a third party without breach of an obligation of confidentiality or is developed independently by Recipient without use of the Confidential Information. In addition, the Recipient is under no obligation to keep in confidence information that must be disclosed in order to comply with applicable laws or regulations or with a court or administrative order, provided such disclosure shall be limited to the minimum possible without being in breach of such requirements.

### Publication

11.1 Recipient may publish results from the permitted use of the Material and Data provided the following:

* The publication is in accordance with generally accepted academic standards.
* UU is granted sixty (60) days to review the proposed publication prior to dissemination to verify that it does not contain Confidential Information. [If requested in writing by UU within the sixty (60) days review period, the Recipient’s Principal Investigator and Recipient shall withhold the dissemination of the publication, and shall secure that the dissemination of the publication is withheld, for an additional period of sixty (60 days) days to allow for the filing of a patent application or the taking of such measures as UU deems appropriate to ensure the protection of its inventions or other property rights.]

Recipient agrees to provide UU with a copy of the final publication. Recipient will acknowledge UU as the source of the Material and Data in any publications containing any data or information about the Material and/or data unless UU indicates otherwise. [The acknowledgement shall state at least the following: ++]

### Warranties and indemnification

12.1The Material and Data is provided as a service to the research community.Except as expressly set out in this Agreement, the Material and Data is being supplied to the Recipient with no warranties either expressed or implied, including any warranty of merchantability or fitness, or that the Material and/or Data can be used without any risk. UU makes no representations that the use of the Material and/or Data will not infringe any patent or proprietary rights of third parties.

12.2 In no event shall UU be liable for any use by Recipient of the Material and/or Data or any loss, claim, damage or liability which may arise from or in connection with this Agreement or the use, handling, storage or transportation of the Material and/or Data.

12.3 Recipient shall indemnify and hold harmless UU and any of its employees from and against any loss, claim, damage or liability incurred by UU as a result of any acts or omissions of Recipient or the use, handling, storage or transportation of the Material and/or Data under this Agreement.

### Term and termination

13.1 This Agreement shall enter into force when signed by both Parties and shall remain in force until [date], unless prolonged by the Parties by written amendment.

13.2 This Agreement may be terminated by either Party for any reason by giving the other Party thirty (30) days written notice.

13.3 UU shall have the right to terminate this Agreement with immediate effect if Recipient is in breach of its obligations under this Agreement or becomes bankrupt, liquidated or otherwise becomes insolvent.

13.4 The Parties acknowledge and agree that in order for UU to be allowed to transfer Material and Data to Recipient, UU must submit an application to the Biobank under applicable laws and receive an approval. If the Biobank for any reason does not give its approval to UU’s application this Agreement will be terminated immediately upon Recipient’s notification of this by UU. The same applies if the L2a1. Agreement is terminated for any reason.

13.5 Upon completion of the Purpose or earlier termination of the Agreement, the Recipient will discontinue all use of the Data and Material and upon UUs instructions, return or destroy the Data and Material and any copies of the Material. On request and within thirty (30) days of such request, Recipient shall provide UU with a certificate of destruction of the Data and Material and copies and other measures for this purpose. Recipient may however keep a copy of the Data for archival purposes when necessary to comply with mandatory law. The archival copy shall be kept in accordance with the obligations of this Agreement.

13.6 Any obligations or rights arising from this Agreement, which by their nature should continue to apply even after the Agreement’s expiry or termination, shall continue to apply. This includes, but is not limited to, obligations relating to ownership, confidentiality, warranties and indemnifications and the obligation to destroy or return the Material and Data.

### Miscellaneous

14.1 The Parties agree that the conditions in this Agreement may not be amended or modified without the Parties written Agreement.

14.2 Neither Party to this Agreement shall be liable to the other nor held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents or any other cause or contingency whatsoever beyond its control and that proves to be inevitable in spite of exercising all due diligence.

14.3 The Appendices forming an integral part of this Agreement are:

Appendix 1: Description of Research Project and Purpose

Appendix 2: Description of Data and Material

Appendix 3: L2a1. Agreement on the transfer of Human Biological Material to a Research Principal

Appendix 4: Agreement on Joint Data Control or Data Processing Agreement

14.4 The Parties agree that regardless of the conditions of another agreement regarding the Material or Data, this Agreement together with Appendixes applies before any deviating conditions in any other agreement.

### Governing law

15.1 This Agreement shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled amicably through negotiations. If the Parties are unable to settle a dispute through negotiations, the dispute shall be referred to the District Court in Uppsala (Uppsala tingsrätt). If both Parties are governmental agencies of the Swedish state, the dispute shall instead be settled by a superior governmental body for final decision.

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This Agreement has been drawn up in two (2) copies, of which the Parties have taken one (1) copy each. The Parties have caused this Agreement to be duly signed by the undersigned authorized representatives in separate signature pages.

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| Date: |  | Date: |
| Uppsala University |  | [NN] |
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| Title:  |  | Title: [NN] |
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* Appendix 1 Description of Research Project and Description of Purpose
* Appendix 2 Description of Data and Material
* Appendix 3 L2a1. Agreement on the transfer of Human Biological Material to a Research Principal
* Appendix 4 Agreement on Joint Data Control or Data Processing Agreement