**IMPLEMENTING LETTER**

**UNIFORM BIOLOGICAL MATERIAL TRANSFER AGREEMENT**

The purpose of this Implementing Letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER (identified below), and the RECIPIENT (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement (“UBMTA”) (dated March 8, 1995), for the purposes of this transfer.

This Implementing Letter along with the UBMTA may hereinafter be referred to as the “Agreement”.

PROVIDER INSTITUTION: Organization providing the ORIGINAL MATERIAL:

**Lawson Health Research Institute, a joint venture of London Health Sciences Centre Research Inc. and Lawson Research Institute**

750 Base Line Road, Suite 300, London, Ontario N6C 2R5

PROVIDER SCIENTIST:

 **Dr. Elizabeth Finger**

Parkwood Institute, 550 Wellington Rd., MAIN A-278, London, ON N6C 0A7

TEL: 519-646-6100 x66032

EMAIL: Elizabeth.Finger@lhsc.on.ca; Kristy.Coleman@sjhc.london.on.ca

(hereinafter referred to collectively with PROVIDER INSTITUTION as “PROVIDER”)

RECIPIENT INSTITUTION: Organization receiving the ORIGINAL MATERIAL:

 [INSERT NAME, ADDRESS & CONTACT INFORMATION]

TEL:

FAX:

EMAIL:

RECIPIENT SCIENTIST:

 [INSERT NAME, ADDRESS & CONTACT INFORMATION]

TEL:

FAX:

EMAIL:

(hereinafter referred to collectively with RECIPIENT INSTITUTION as “RECIPIENT”)

The PROVIDER INSTITUTION, PROVIDER SCIENTIST, RECIPIENT INSTITUTION and RECIPIENT SCIENTIST may each hereinafter be referred to as a “Party” and collectively as the “Parties”.

STUDY:

London Brain Biobank. REB #113756, ReDA ID 5557.

ORIGINAL MATERIAL:

Human biological samples derived from human subjects that are provided to RECIPIENT for the purposes of the STUDY.

EFFECTIVE DATE: This Implementing Letter is effective upon the date of last signature.

EXPIRY DATE (optional): [INSERT]

The PROVIDER may, from time to time, transfer ORIGINAL MATERIAL to the RECIPIENT for the purposes of the STUDY under the UBMTA, attached hereto as Exhibit “A”, and the additional terms and conditions detailed in this Implementing Letter.

RECIPIENT hereby acknowledges and agrees that it has read and understood the UBMTA and this Implementing Letter, and agrees to accept the ORIGINAL MATERIAL, pursuant to the terms and conditions thereof.

**Additional Terms**

1. **Termination:** Any Party may terminate this Agreement on thirty (30) days written notice to the other Parties.

2. **Relationship of the Parties:** The Parties hereto are independent contractors. Nothing contained herein shall be deemed or construed to create between or among the Parties hereto a partnership or joint venture or employment or principal-agent relationship. No Party shall have the authority to act on behalf of the other Party or to bind the other Party in any manner.

3. **Incorporation by Reference:** All exhibits attached hereto, including the UBMTA, shall be incorporated herein as part of the Agreement.

4. **Conflict:** In the case of any conflict between this Implementing Letter and the UBMTA, the provisions of the UBMTA shall prevail.

5. **Use of Name:** No Party shall use, or authorize others to use, the name, symbols, or marks of the other Party hereto or its staff without prior written approval from the Party whose name, symbols or marks are to be used.

6. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Should it not be possible to resolve a dispute arising under this Agreement through good faith negotiations, the Parties agree to attorn to the exclusive jurisdiction of the courts in the Province of Ontario.

7. **Entire Agreement, Amendment and Assignment:** This Agreement, including this Implementing Letter and the Exhibits attached hereto (including the UBMTA) represents the entire understanding between or among the Parties related to the subject matter herein. This Agreement shall not be amended, modified, varied or supplemented except in writing signed by each of the Parties. No Party shall be entitled to assign or transfer this Agreement without the prior written approval of the other Party.

8. **Counterparts and Transmission by Fax or PDF:** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts will for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart. A faxed or emailed PDF copy or photocopy of this Agreement executed by a Party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing Party.

9. **Independent Legal Advice:** Each Party hereto acknowledges that it has been advised by the other to seek independent legal advice with respect to this Agreement and that it has not relied upon any of the other parties hereto for any advice, whether legal or otherwise, with respect to this Agreement.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

**PROVIDER INSTITUTION:**

**LAWSON HEALTH RESEARCH INSTITUTE, A JOINT VENTURE OF LONDON HEALTH SCIENCES CENTRE RESEARCH INC. AND LAWSON RESEARCH INSTITUTE**

**London Health Sciences Centre Research Inc.**

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Name: Cheryl Litchfield Date:

Title: Manager, Grants & Contracts

**Lawson Research Institute**

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Name: Cheryl Litchfield Date:

Title: Manager, Grants & Contracts

**PROVIDER SCIENTIST:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: **Dr. Elizabeth Finger** Date

Title: Principal Investigator

**RECIPIENT INSTITUTION:**

**[INSERT NAME]**

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Name: Date

Title:

**RECIPIENT SCIENTIST:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Date

Title:

**EXHIBIT “A”**

**The Uniform Biological Material Transfer Agreement**

**I. Definitions:**

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

**II. Terms and Conditions of this Agreement:**

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

(a) is to be used solely for teaching and academic research purposes;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

(c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

5. (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without

restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

(b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.

(c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

(i) if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

(ii) if termination should occur under 13(b) or (d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS; and

(iii) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9, and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.