UNIVERSITÄTSMEDIZIN GÖTTINGEN UMG

BIOBANK

MATERIAL AND DATA TRANSFER AGREEMENT
for non-commercial use

Between: Georg-August-University of Göttingen
Foundation under public law
University Medical Center Göttingen
Represented by the board
Robert-Koch-Str. 40
37075 Göttingen
Germany

Central Biobank UMG

- Hereinafter commonly referred to as the provider -

and: *Institution 123*
Represented by director/ John Doe
123 Main St.
12345 city
Country
Recipient scientist:
Department:
Email, Phone:

- Hereinafter commonly referred to as the recipient -

(Hereinafter commonly referred to as "the parties")

Preamble

Scientists at the provider developed certain biological specimens and/or data. To the best of provider's knowledge, provider is the owner of the specimens and/or data.

The provider is the University Medical Center Göttingen (UMG). On the authority of the UMG, the Central Biobank UMG, a core facility of the UMG, stores biospecimen for research purposes for many years according to the highest quality standards.

The recipient is an academic, non-profit entity.

§ 1
Conditions of biospecimen and/or data transfer and use

This Material and Data Transfer contract, with effective date *Day/ Month/ Year*, is made by the parties.

In accordance with the provisions set out in this contract, the provider agrees to provide the recipient with biospecimen listed below and/or the related data.

Biospecimen and data created by the provider covered by this contract include:

(name and short description of the biospecimen)
(items/ meta data)

and is available until termination of the contract, *day/ month/ year*. The biospecimen is only for the use in the laboratory of the recipient within the research listed below and for the related purpose.

After this agreement comes into effect, provider will send the biospecimen and/or data to recipient in a suitable form.

The research conducted by the recipient covered by this contract includes:

(name of research)
(short description and purpose)

Planning and implementation of the research are based on the *Nutzungsordnung* of the Central Biobank UMG in its current version (https://biobank.umg.eu), which is accepted by the recipient with the conclusion of this contract.

According to this contract, the following documents shall be handed over to the provider by the recipient:

- *Positive ethics vote*
- *etc.*

Based on the patient's consent, the provided biospecimens and/or data can only be used for the following purposes:

- *e.g. genome analysis*
- *Disease entities XY*
- *etc.*

The biospecimen includes the original biospecimen, any progeny and any unmodified derivatives (e.g. unmodified subunits or products expressed by the original biospecimen).The provider remains the owner of the biospecimen and data at all times. Unless expressly permitted by the provider, the recipient will never chemically, biologically or by any other ways modify the biospecimen.

The biospecimen will not be used in human subjects, in clinical trials, or for diagnostic or therapeutic purposes involving human subjects.

Biospecimen and data will be used for academic and for not-for-profit research purposes only.

In accordance with all applicable laws, rules and regulations relating to use of the biospecimen, recipient hereby certifies that: (i) the recipient is regularly engaged in conducting tests and is qualified by training and/or experience to conduct such tests on the biospecimen; (ii) the recipient has adequate facilities for the investigation of the biospecimen; (iii) the recipient has adequate facilities to ensure the security of the data; (iiii) the recipient has the appropriate authorities.

The recipient will comply with all laws, rules and regulations and guidelines regarding the biospecimen, the data and its handling, including, without limitation, all current governmental regulations and requirements.

The recipient will use the biospecimen and the data only for the purpose described above and will properly dispose or return to the provider, at provider´s election, all unused supplies of biospecimen if the research is discontinued, completed or at provider´s written request. If transmitted data are concerned, they have to be immediately deleted.

The recipient assures that after receiving a withdrawal sent by the Central Biobank UMG, she/he will process this immediately. In order to document the disposal of the biospecimen and the deletion of the data, the recipient must confirm the disposal and the deletion to the provider.

§ 2
Payment

The fee for providing the biospecimens and/or data is: _____ € (in words _____).

All invoices are payable immediately after receipt and without deduction to the finance division G3-1 of the provider:

University Medical Center Göttingen
Sparkasse Göttingen
Steuer-Nr.: 2320/205/00412 Finanzamt Göttingen
IBAN: DE98 2605 0001 0000 0014 20
BIC: NOLADE 21 GOE
Specifying the reference: BIOBANK Project-No. _____

Recipient will carry transportation costs. If applicable, additional costs including but not limited to taxes, import and custom fees etc. will be carried by the recipient. All payments due to provider under this agreement are non-refundable and non-creditable. The provision of biospecimens and/or data will be carried out after receiving payment.

§ 3
Confidentiality

The Central Biobank UMG will treat all information provided by the recipient as confidential information and will not make it available to third parties.

The recipient agrees not to give away to third parties any biospecimen and/or data supplied by the provider. The recipient shall refer any request for the biospecimen and/or data to the provider.

The recipient commits not to attempt to re-identify persons, whose data they have received. The recipient commits not to publish or give away data to third parties, which might enable third parties to re-identify individual persons.

If the recipient inadvertently re-identify persons, she/he has to inform the provider without delay and about the way this happened. In this case, no data may be passed on to third parties. It´s not allowed to the recipient to contact the re-identified persons.

§ 4
Liability/ warranty

To the extent permitted by applicable law, recipient will hold harmless provider, its subsidiaries, officers, directors, employees and agents from any and all liability, including attorneys' fees that is associated with recipient's use of the biospecimen unless the provider has caused the damage intentionally or by gross negligence.

Recipient understands that the biospecimens are supplied "as they are" and are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. Recipient understands the data are collected and provided with greatest care. The correctness of data cannot be guaranteed.

Recipient acknowledge that the biospecimen is experimental in nature, and may have unknown hazardous characteristics, that she/he is aware of risks of working with experimental biospecimen and that she/he will strictly adhere to proper laboratory procedures for handling biospecimen with unknown hazards. From receipt of the biospecimen, the recipient is fully responsible for the safety and handling of the biospecimen.

There are no expressed or implied warranties that the use of the biospecimen will not infringe any patent, copyright, trademark, or other proprietary rights.

The recipient indemnifies the provider, in particular, from third party claims arising from environmental liability, product or producer liability or other liability arising from the use of the biospecimen.

§ 5
Rights to results

At the beginning of the research project and each year thereafter, the recipient must provide a short summary of the content and results of the research project to the provider to inform donators on the research project on the website of the biobank.

The recipient agrees to acknowledge the provider as the source of the biospecimens in any publications.
The exact citation is to be found in §15 of the *Nutzungsordnung* of the Central Biobank UMG. If employees of the Central Biobank UMG are mentioned as co-authors, they are to be mentioned with institutional affiliation. In this case the following affiliation must be listed: „University Medical Center Goettingen, Central Biobank UMG".

The recipient is obligated to make results arising from the processing of the data and biospecimens in the course of the project available to the data management of the Central Biobank UMG in a suitable form in order to integrate them into the research database and thus make them available to further projects.
No right or license under any patent application, patent or other proprietary right or any other right is granted by implication or otherwise by providing biospecimen or confidential Information to the recipient.
The recipient acknowledges that the biospecimen is or may be the subject of a patent application. The recipient agrees to report promptly any invention, improvement or modification of the provided biospecimen of such research to the provider thirty (30) days prior to submission for publication for provider´s review, and not to make any patent application. In case provider wants to submit a patent application, recipient agrees in delaying the corresponding publications ninety (90) days.

Provider acknowledges that the research may result in patentable inventions. Ownership of all inventions shall follow inventorship as determined under German law. Inventions directly related to the biospecimen shall be owned by the provider and have to be transferred accordingly by the recipient. In the event any invention governed by this contract is co-owned by the parties, all rights and obligations of each co-owner shall be governed by German law.

In case of any co-invention, the parties shall conclude in good faith a separate agreement concerning the use, patenting and commercialization of those inventions. In addition, recipient shall grant to the licensees of provider an irrevocable non-exclusive royalty-bearing license to practice the invention, improvement, technology or modification for commercial purposes if such license is necessary for the licensees of provider to exercise their rights granted by provider.

This contract shall be construed and interpreted in accordance with the laws of Germany (specifically excluding the United Nations Convention on the International Sale of Goods), without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

§ 6
Early termination of contract

Each contracting party is entitled to terminate this contract immediately for important reason. An important reason is, for example,

a) a breach of the *Nutzungsordnung*.
b) if, to a significant extent, the agreements set out in the contract are infringed.
c) if, the responsible scientist is no longer employed by the receiving institution or
d) if, the receiving device ceases operation.
e) if the or data will not be used for academics and non-profit-research only.

§ 7
Cooperation

All disputes between the parties in connection with or arising out of the existence, validity, construction, performance and termination of this contract (or any terms thereof), which the parties are unable to resolve between themselves, shall be submitted exclusively to the jurisdiction of the Göttingen (Germany) court.

§ 8
Amendments

This contract may not be changed or modified or released, discharged, abandoned or otherwise terminated in whole or in part, except by an instrument in writing signed by duly authorized officer of each of the parties.
If, during the course of the contract period, changes occur within the granted application, the Central Biobank UMG must be informed within one week.

In witness whereof, a duly authorized representative of each party has signed this contract as a document under seal of the effective date.

Georg-August-University of Göttingen, Foundation under public law, University Medical Center:

Date: _____	Date: _____	Date: _____
_____	_____	_____
Board of Management and Administration	Chairman of the Managing Board Dean, Medical School	Provider/ Head of Central Biobank UMG

Institution 123

Date: _____	Date: _____	Date: _____
_____	_____	_____
John Doe Authorized Official	*John Doe* Board	*John Doe* Recipient