Material Transfer Agreement

This Agreement is made by and between:

a) *<Name of providing Institution and address >* ("the Donor Institution")

and

b) Haukeland University Hospital, Helse Bergen HF ("the Recipient Institution")

This Agreement records the terms under which the Donor Institution will make available *fill in* (*matrix e.g., urine, sera, saliva etc)* (the "Material").

The Recipient Institution will hold the Material on the terms of this Agreement and solely for the purpose of RHINESSA (the "Study") within the research group of Chief Investigator Cecilie Svanes.

1. The Material may only be used by those under the Recipient Scientist's direct supervision in the Recipient Institution's laboratories under suitable containment conditions, and in compliance with all applicable statutes and regulations. **THE MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS OR FOR CLINICAL OR DIAGNOSTIC PURPOSES.**

2. The Material must be restricted to research experimentation in compliance with applicable laws, regulations and necessary approvals (RHINESSA Bergen, Ethics approval 2012/1077).

3. This agreement precludes the recipient institution from having access to identifiable private information. The specimens should be coded, such as marked with a number, letter, symbol, or combination thereof (i.e., the code). The donor institution holds a key enabling linkage of identifiable information to the coded specimens, and this key will not be released to the signing recipient institution investigators. The Donor institution attests that this release and purpose of the planned research does not contradict the terms of consent under which the information or specimens were collected.

4. The specimens must be shipped frozen on dry ice. The shipment will be paid by *fill in* (*donor or recipient institution*). Shipment address of recipient Institution (unless otherwise specified): Haukeland University Hospital, Department of Occupational Medicine, Konrad Birkhaugshus, 5021 Bergen, Norway, *"contact person" fill in (name, e-mail, phone number)*.

5. The Recipient Institution will not transfer the Material to any other body, or permit its use within the Recipient Institution other than by the Recipient Scientist's research group for the purpose of the Study, without (in each case) prior written consent from the Donor Institution. The Material may not be used by the Recipient Scientist in research which is subject to the provision of any rights to a commercial third party without prior written consent.

6. The Recipient Institution understands that the Material is experimental in nature, and may have hazardous properties. The Donor Institution makes no representations and gives no warranties either express or implied in relation to it: for example, no warranties are given about quality or fitness for a particular purpose; or that the use of the Material will not infringe any intellectual property or other rights of third parties. The Donor Institution will not be liable for any use made of the Material.

7. Except to the extent prohibited by law, the Recipient Institution assumes all liability for damages which may arise from its receipt, use, storage or disposal of the Material. The Donor Institution will not be liable to the Recipient Institution for any loss, claim or demand made by the Recipient Institution, or made against the Recipient Institution by any other party, due to or

arising from the use of the Material by the Recipient Institution, except to the extent the law otherwise requires.

8. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

9. The Recipient Scientist will acknowledge the source of the Material in any publication reporting on its use. If the Recipient Scientist wishes to include in a publication any information which has been provided by the Donor Institution with the Material and which was clearly marked as "confidential" and "proprietary" at the point of disclosure ("Confidential Information"), the Recipient Scientist will request permission from the Donor Institution, providing a copy of the text before publication takes place.

10. **Nothing in this Agreement grants the Recipient Institution any rights over the Material (other than as specifically granted by this Agreement) or under any patents, nor any right to use, or permit the use of, any products or processes containing, using, or directly derived from the Material for profit-making or commercial purposes ("Commercial Use").** If the Recipient Institution wishes to make Commercial Use of the Material or a product directly derived from the Material it agrees to negotiate in good faith with the Donor Institution or its representative for the grant of an appropriate licence or the conclusion of a revenue sharing agreement, if justified. The Donor Institution will have no obligation to grant a licence.

11. Nothing included in this Agreement shall prevent the Donor Institution from being able to distribute the Material to other commercial or non-commercial entities, including any intellectual property protection being undertaken by the Recipient Institution on any new use made with the Material.

12. This Agreement shall commence on the date of last signature below and will (subject to earlier termination pursuant to clause 11) continue for the duration of the Research Project.

13. The Donor Institution may terminate this Agreement if the Recipient Institution is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient Institution has failed to remedy the same within one month of service of a written notice from the Donor Institution specifying the breach and requiring it to be remedied.

14. Upon completion of the Research Project or earlier termination under clause 11 the Recipient Institution will discontinue all use of the Material, and upon the Donor Institution's direction, return or destroy the Material, unless permission to retain the Material is specifically provided in writing by the Donor Institution to the Recipient Institution. If the specimens are returned to the donor institution, the shipment will be paid by *fill in (donor or recipient institution (to be determined for each agreement separately))*."

15. This Agreement shall be governed by Norwegian Law and handled according to and in respect of the Oviedo Convention and European General Data Protection Regulation. The Norwegian Court shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Letter Agreement.

Accepted and Agreed *by an authorised signatory*
on behalf of

Haukeland University Hospital	*<the Donor Institution>*
Name: Marit Grønning	Name:

Position: Institute Director, Dept of Occup Medicine	Position:
Signature:	Signature:
Date:	Date: