

COLLABORATIVE MATERIAL TRANSFER AGREEMENT

Between: **Lothian Health Board** constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its Headquarters at Waverley Gate, 2 – 4 Waterloo Place, Edinburgh, EH1 3EG, United Kingdom (“the Board”)

And: [the Hupp Group]

The Board and the Recipient wish to collaborate in the research study (“the Study”) detailed in the outline annexed hereto (“Appendix”) and entitled “Proteomic Identification of Novel Oesophageal Adenocarcinoma Biomarkers” (“the Study Outline”). The Board wishes to supply fresh snap frozen oesophageal adenocarcinoma and normal oesophageal biopsies (“the Material”) to the Recipient and the Recipient agrees to the following before the Recipient is sent the Material:

1. The Board shall retain such right, title and interest in the Material as vests in it on the last date of execution hereof by virtue of its status as guardian of the Material. No right or licence is granted with respect to the Material except as expressly provided for herein.
2. The Material is supplied to the Recipient solely for the purposes outlined in the Study Outline.
3. The Material will not be used in therapy or treatment involving humans.
4. The Material supplied to the Recipient is provided to and accepted by the Recipient without any warranty of merchantability or fitness for any particular purpose or any other warranty expressed or implied and accordingly the Board makes no representation and assumes no liability in connection with the use of the Material by the Recipient. The Recipient will keep the Board fully indemnified against all actions or proceedings, liabilities or claims, costs and damages arising from any use of the Material by the Recipient except where such actions, proceedings, liabilities, claims, costs and damages arise from the negligence or wilful misconduct of the Board.
5. The Material will not be distributed or transferred to any third party without the prior written consent of the Board. The Recipient shall refer any request for the Material to the Board.
6. The Recipient agrees to acknowledge the Board as the source of the Material in any publications reporting the use of it.
7. The Recipient agrees to treat in confidence, for a period of two (2) years from the last date of execution hereof, any of the Board’s written information about the Material, except for information that was previously known or becomes publicly available or which is disclosed to the Recipient without a confidentiality obligation.
8. The Recipient agrees to use the Material in accordance with all applicable legislation, regulations, standards or the like, in whatever jurisdiction, affecting such use, possession or control.
9. On completion of the Recipient’s involvement in the Study, the Recipient will either return the Material to the Board or destroy the Material as detailed in the Study Outline.
10. This Agreement shall be governed by Scots law and subject to the exclusive jurisdiction of the Scottish Courts.
11. Both parties warrant and represent that they have the right to enter into this Agreement and that the terms of this Agreement are not inconsistent with other contractual obligations they have.

Authorised signatories of the Board and the Recipient must sign both originals of this Agreement and return one (1) fully signed original to: Frances Rae, Tissue Governance Manager, NHS Lothian, Wellcome Trust Clinical Research Facility, Western General Hospital, Crewe Road South, Edinburgh EH14 2XU. The Board will then send the Material to the Recipient.

For and on behalf of the Recipient

For and on behalf of the Board

Signed:

Signed:



Printed:

Printed: Frances Rae

Title:

Title: Tissue Governance Manager
NHS Lothian

Date:

Date: 16-May-2011

This is the Appendix referred to in the foregoing Collaborative Material Transfer Agreement between Dr Borek Vojtesek and Lothian Health Board.

Study Outline

Title: Proteomic Identification of Novel Oesophageal Adenocarcinoma Biomarkers

Study Outline: Fresh snap frozen oesophageal adenocarcinoma and normal oesophageal biopsies to be used for proteomic profiling. The samples will be taken from chemotherapy naïve and post-neoadjuvant chemotherapy cases.

Address: Material will be sent for the attention of:

Dr Borek Vojtesek, Department of Oncological and Experimental Pathology, Masaryk Memorial Cancer Institute.