

International Agency for Research on Cancer



World Health
Organization

MATERIAL TRANSFER AGREEMENT – MTA

MTA Reference Number: **MTA-2018-IMP-PRI-0431**

This Agreement is a continuation of former MTA with reference: **MTA/ESTAMPA/2014/04**

This Material Transfer Agreement ("Agreement") is entered into by and between the **International Agency for Research on Cancer, World Health Organization** ("IARC/WHO"), and the **Caja Costarricense del Seguro Social, Avenida Segunda, entre calles 5 y 7 Diagonal a la esquina SE del Teatro Nacional, San José, Costa Rica**, collectively referred to as the "Parties" and individually a "Party", for the purpose of the following project:

Multicentric study of cervical cancer screening and triage with Human papillomavirus testing (ESTAMPA)

In this Agreement, the following expressions shall have the following meanings:

1. "Provider":

Name of Institute: **Caja Costarricense del Seguro Social**
Address: **Avenida Segunda, entre calles 5 y 7 Diagonal a la esquina SE del
Teatro Nacional, San José, Costa Rica**
Provider Scientist:
Name Dr. Alejandro Calderón Céspedes
Title (function): Local ESTAMPA PI
E-mail: ajcalder@ccss.sa.cr

2. "Recipient", hereafter referred to as "IARC/WHO":

The International Agency for Research on Cancer (IARC) of the World Health Organization (WHO), located at 150 cours Albert Thomas, 69372 Lyon cedex 08, France.

IARC/WHO Responsible Scientist:

Name: Dr Maribel Almonte
Title: Head of Prevention and Implementation group
E-mail: almontem@iarc.fr

3. "Third Party Institute(s)":

Any of the entities listed at the end of Annex 1 as approved third party recipients, subject always to the signature of a *Third Party Commitment* form (Annex 3).

The Parties hereby agree that the Materials/Data, or part of the Materials/Data, may be transferred to/from/between Third Party Institute(s) for the purpose of the Research Project as specified in more details in the Annexes.

4. "Materials":

The following biological materials held by the Provider are made available for the purpose of the Research Project:

- 1 Aliquots of 1 and 2ml from cervical samples in PreservCyt solution. The number of aliquots expected to be sent to IARC are: 5000 aliquots of 1ml and 3000 aliquots of 2ml
- 2 Aliquots of approximately 16ml from cervical samples in PreservCyt solution. The number of aliquots expected to be sent to IARC are: 4000 aliquots of approximately 16ml.
- 3 Serum, plasma and buffy coat aliquots of 0.5 ml. The number of aliquots expected to be sent to IARC are: 2000 serum aliquots, 1000 plasma aliquots and 1000 buffy coat aliquots
- 4 Approximately 5000 slides of cytological samples prepared as conventional cytology of cervical samples (Pap)
- 5 Approximately 5000 cervical samples in Dry swabs (dacron)
- 6 Approximately 1500 slides of liquid based cytology samples (LBC)
- 7 Approximately 500 slides of histological samples prepared from biopsy tissues or LLETZ

The above samples are to be collected from approximately **5000** women recruited for the project entitled "**ESTAMPA-Costa Rica**".

5. "Data":

The following de-identified data related to the above Materials, and all tangible representations thereof, held by the Provider, are made available to IARC/WHO for the purpose of the Research Project:

Personal data, socio-demographic data, risk factor questionnaire data, pelvic exam, test results, colposcopy results, and biopsy results, and any other relevant data as defined within and for the purpose of the Research Project.

All of the above Data are entered in the databases that have been created for the ESTAMPA study and monitored by the ESTAMPA coordinating group at IARC/WHO, via the following links:

<https://estampa.iarc.fr/estampa>.

<https://estampa.iarc.fr/LABestampa>.

6. "Information":

"Information" means any information, unpublished or otherwise, relating to the Materials and Data, their production, properties and/or experimental results observed using the Materials and Data or any derivatives therefrom, held by the Provider and communicated to IARC/WHO for the purpose of the Research Project. Such Information is entered in the ESTAMPA study databases as applicable, via the above links.

7. "Research Project":

The Materials, Data, and any related Information (hereafter referred to as the "Materials/Data"), are provided for the purpose of the above-mentioned project as more fully described in Annex 1 (*Description of the Research Project*).

The Parties hereby confirm approval of the Research Project by the IARC/WHO Ethics Committee on 17 October 2013, 19 December 2013, 18 June 2014, and more recently an amendment was approved on 18 January 2018 (Approval letters are maintained by the ESTAMPA coordinating group at IARC/WHO and are available upon request).

8. "Material Charges":

"Material Charges" refer to the costs associated with the retrieval/preparation, packaging and shipment of samples ("Materials", as described above) for each transfer occurring under this Agreement.

Such Material Charges will be covered by the Parties and/or Third Party Institute(s), as applicable, as specified in Annex 2. Any costs other than Material Charges, e.g., to cover analyses or the performance of research services for the purpose of the Research Project, will be subject to separate contractual arrangements.

9. "Term of Agreement":

This Agreement shall remain in full force and effect as from the date of its signature by the Parties and until [31/12/2021].

10. "General Conditions" and "Annex(es)":

The attached General Conditions and the Annexes listed below form an integral part of this Agreement.

Annexes:

- Annex 1 Description of Research Project**
- Annex 2 Material Transfers and Material Charges**
- Annex 3 Third Party Commitment form(s)**

This Agreement is duly signed on behalf of the Parties as follows:

Signed for and on behalf of Provider:



Signed for and on behalf of IARC/WHO:

Provider Authorized Official

Name: Fernando Llorca Castro

Title (function): Director

Date: 31/July/2018

IARC/WHO Authorized Official

Name: Tamás Landesz

Title: Director of Administration and Finance

Date: 24/17/18

Read and understood by Provider Scientist:

Provider Scientist

Name: Alejandro Calderón Céspedes

Title (function): Principal Investigator

Date: 31/July/2018

Read and understood by IARC/WHO Responsible Scientist:

IARC/WHO Responsible Scientist

Name: Maribel Almonte

Title: Head Prevention and Implementation group

Date: 24/02/18

MTA - GENERAL CONDITIONS

1. Use

- 1.1 The Materials/Data shall not be used for any purpose other than the Research Project and subject to the restrictions set out herein.
- 1.2 The Materials/Data shall be used in compliance with all applicable statutes, regulations and ethical requirements.
- 1.3 The Materials/Data shall be used only and solely by the IARC/WHO Responsible Scientist, and IARC/WHO's authorized personnel who shall be bound by the same obligations as contained herein.
- 1.4 Other than for and within the purpose of the Research Project as described in Annex 1, and as specified under "Third Party Institute(s)" and the associated Third Party Commitment form(s) (Annex 3) when applicable, the Materials/Data shall not be transferred or distributed to any third parties without the prior written agreement of the Provider.

Protection of Data

- 1.6 The Parties hereby confirm that they shall adhere to information technology best practices in all aspects of management and use of the Data, and shall provide appropriate safeguards and controls to ensure the security of the Data and protection of Data confidentiality at all times. In particular, the Parties shall keep the Data and related confidential Information in a secure environment, protected against theft, damage, loss, misuse or unauthorized access.
- 1.7 Under no circumstances shall the IARC/WHO Responsible Scientist and IARC/WHO's authorized personnel attempt to identify specific individuals from any of the Data received.

2. Confidentiality

- 2.1 The Data shall be treated as confidential at all times as well as any and all Information received in relation to the Materials and Data. IARC/WHO shall not disclose it to any third parties without the prior written agreement of the Provider.
- 2.2 The above obligations of confidentiality shall not apply to Information which:
 - (i) can be shown to have been known to IARC/WHO at the time of its reception from the Provider; or
 - (ii) is acquired from a third party, not in breach of any confidentiality obligation to the Provider; or
 - (iii) is independently devised or arrived at by, on behalf of, or for IARC/WHO without access to the Information; or
 - (iv) enters the public domain otherwise than by breach of the undertakings set out in this Agreement.

3. Intellectual Property Rights and Ownership

- 3.1 Except for the rights explicitly granted hereunder, nothing contained in this Agreement shall be construed as conveying any rights under any patents or other intellectual property which either party may have or may hereafter obtain.
- 3.2 The ownership of the Materials/Data shall remain with the originating ESTAMPA site and custody shall remain under IARC/WHO. IARC/WHO acknowledges and agrees that, other than as specified herein, nothing contained in this Agreement shall be deemed to grant to IARC/WHO any intellectual property rights in the Materials/Data provided hereunder.

4. Publications

- 4.1 Subject and without prejudice to the aforementioned proprietary rights, the results obtained through use of the Materials/Data within the Research Project may be published by IARC/WHO.
- 4.2 Any such publication shall remain subject to prior review by the ESTAMPA Coordinating group.

5. Amendment, Extension and Termination

- 6.1 Any amendment to this Agreement, including extension of the Term of Agreement, shall be valid only by written amendment executed by the duly authorized officers of the Parties.
- 6.2 Notwithstanding the conditions set forth herein, either of the Parties may terminate this Agreement with sixty (60) days' prior written notice to the other Party.

6. Miscellaneous

- 7.1 Nothing in this Agreement shall be interpreted as establishing a partnership between the Parties or establishing one Party as the agent of the other or conferring a right on one Party to bind the other, except as may be specifically set out herein.
- 7.2 Any dispute relating to the interpretation or execution of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, and without prejudice to the privileges and immunities enjoyed by IARC/WHO, the Parties agree to negotiate in good faith to find another means of finally settling the dispute.

ANNEX 1

Description of Research Project

The ESTAMPA Project is a multicentric international cervical screening study. The study's objective is to evaluate emerging techniques to triage women who test positive for HPV infection within an HPV-based screening setting. Additionally the study aims to evaluate different strategies to implement sustainable cervical HPV-based screening programmes in different resource settings. In summary, in each participating site, women will be invited to cervical screening. Those attending who are eligible for the study will be screened with HPV testing and will provide an additional cervical sample for future triage testing. Women who test positive (or have a negative HPV result but have an abnormal Pap) will become the "study cohort" and:

- 1- Will be referred to colposcopy;
- 2- Will be recalled for a second HPV screen 18 months after the initial test;
- 3- Will provide additional cervical samples;
- 4- Will be clinically managed more exhaustively than routine care.

Thus, the study involves:

- 1- Population approaches (census, cancer awareness, inviting women);
- 2- Clinical work (clinical visits, collection of samples, treatment);
- 3- Laboratory work (management of samples, testing, storage, shipment);
- 4- Quality assurance processes (SOPs, regular training, internal and external reviews of cytology and pathology);
- 5- Implementation research (social impact, cost-effectiveness, modelling), among other activities.

Processing, shipment and storage of samples:

All samples will be collected and processed by qualified staff according to study SOPs. The preparation and transportation of samples will follow applicable regulations and international standards as pertaining to biological specimens.

Cervical cells in liquid preservation medium:

The PreservCyt specimens will be used initially to perform the primary HPV DNA testing, which will be conducted at qualified study laboratories using a highly sensitive FDA-approved DNA detection method.

After initial HPV testing, HPV negative specimens not included in the random sample will be stored at room temperature until production of two 2mL aliquots, for shipping and for long term storage at -80°C at IARC/WHO in Lyon.

For HPV positive women (including those referred by an abnormal conventional cytology result when applicable), the PreservCyt specimens will be used to produce a liquid based cytology slide at the sites where this technique will be used, and the residual volume will be used to conduct the study tests; this includes an additional liquid based cytology slide for p16/Ki-67 immunostaining and to produce 1, 2 and 5mL aliquots for molecular study tests. All aliquots will be prepared using PCR safe methods according to study SOPs. Half of the vials will be stored locally at -20°C or less and the other half will be sent to IARC/WHO in Lyon for long term storage at -80°C. At the time

of testing, the necessary specimen aliquots will be sent to centralized laboratories conducting the corresponding tests.

Conventional cytology smears:

Cytology slides will be interpreted at the individual site according to local practice for clinical management. Slides from women referred to colposcopy will be available for centralized interpretation for study purposes and will be shipped to IARC/WHO or centralized laboratories for quality control assessment or diagnosis confirmation.

Cervical tissues:

Cervical tissue collected by biopsy or LLETZ will be fixed in buffered formalin at the clinic and will be transported at room temperature to the local pathology laboratory. Tissues will be processed, cut and stained with a standardized process according to the study SOPs. Slides will be stored at room temperature and sent to IARC/WHO for final study diagnosis by the study panel of pathologists. Blocks will be stored at each site but will be available for the study in case additional tests are required to confirm or clarify the study outcome.

HPV lab assays:

HPV detection assays approved for clinical use will be utilized for primary screening and each site can select one of the accepted primary screening methods; some centers may decide to carry out more than one primary screening test; this will serve as a validation, but all HPV positive women, regardless of detection method will be referred to colposcopy.

Assays accepted for primary screening are as follows:

1. HC2 (DNA, whole genome, non-amplified, 13 types)
2. COBAS (DNA, RT-PCR 14 types)
3. Cervista (DNA, 14 types)

Study tests will be evaluated for triage of HPV positive women. Some of them may also be evaluated in the context of primary screening without triage (stand-alone): a test with enough sensitivity to be used for primary screening but good specificity so that no triage is required.

The following is a non-exclusive list of tests considered for evaluation:

1. VIA
2. Cytology (liquid based or/and conventional)
3. PreTec Proofer (RNA, HPV 16, 18, 31, 33, 45)
4. p16-Ki67 IHC cytology
5. COBAS (DNA, RT-PCR 14 types with individual 16, 18)
6. Abbott (DNA, RT-PCR, GP5 GP6, 14 types with individual HPV16, 18)
7. Cervista (DNA, 14 types with individual 16, 18)
8. Aptima (RNA, reverse transcription 14 types)
9. p16 Elisa
10. Type specific HC
11. E6 protein (16, 18)
12. Persistence of HPV positivity

All triage tests will be preferably performed on specimens from the enrolment visit, to investigate their potential as reflex testing of HPV-DNA positive specimens. The exception will be VIA which will be done on the colposcopy visit instead of the enrolment visit; also HPV persistence for triage

of HPV positive women will be evaluated using the colposcopy visit as a second time point, and any other triage test that cannot be evaluated on the enrolment sample will be performed on the colposcopy specimen.

HPV genotyping:

HPV genotyping will be required to assess the positivity rate of the 8-HPV type E6/E7 Cervical test in cervical lesions considering the likely HPV type associated with each lesion. As determined by detection of that HPV type in the cervical cell specimen collected at the same clinic visit as the dacron swab where the 8-HPV type E6/E7 Cervical Test is being carried out. For example, we will assess the fraction of HPV 58 associated cervical lesions in which the specific E6/E7 band that corresponds to that HPV type is positive. Since multiple infections are common, we will carry out a sensitivity analysis restricted to cases with single infections. HPV genotyping will be carried out with a validated PCR method to be defined.

Data collection and management:

Data collection will be carried out using standardized study forms at all study sites based on the study SOPs. Each site will use an online dedicated data entry application hosted on the IARC/WHO web server, with appropriate security, privacy and automatic backup system. Data entry will be done locally by the project operator or trained data entry clerk according to the SPOs with available online guidelines, training modules and remote technical support given by IARC/WHO. Data will be regularly monitored locally and centrally, coordinated by the Prevention and Implementation Group (PRI) at IARC/WHO, to assess the progress of the study and evaluate process and outcome measures. The information system will also monitor timely implementation, quality of inputs, progress and accomplishments/failures and will identify activities where special attention is needed to assess the outcome of the project. All data will be treated as confidential and kept for as long as required by applicable regulations.

Each participating subject will be assigned a unique study identification number with a defined format. All the participant's forms and electronic records will be identified with this unique number during the entire project life. The original questionnaires should be properly filed, stored and safely kept in a locked room at each site for the duration of the project.

Third Party Institutes:

The entities listed below (which may also be referred to as "centralized laboratory/ies" in this Annex 1) have been approved as third party recipients of Materials/Data for the purpose of carrying out specific analyses/research services within the Research Project:

CENTER FOR DISEASE DETECTION (**CDD**)
11603 CROSSWINDS WAY, STE 100, SAN ANTONIO, TX 78233 USA

INSTITUTO NACIONAL DE ENFERMEDADES INFECCIOSAS- ANLIS "DR. CARLOS MALBRAN" (**ANLIS**)
AV. VELEZ SARSFIELD 563 (C1282AFF), BUENOS AIRES, ARGENTINA

ACIB-FUNIN FUNDACION INCINESA (**ACIB-FUNIN**)
TORRE LA SABANA, 300 OESTE DEL ICE, PLANTA BAJA, SABANA NORTE, SAN JOSE, COSTA RICA

ARBOR VITA CORPORATION (ARBOR VITA)
48371 FREMONT BLVD, SUITE 101, FREMONT, CA 94538 USA

Any transfers of Materials/Data to, from, and/or between any of the above entities remain subject to signature of a *Third Party Commitment* form (Annex 3).

ANNEX 2
Material Transfers and Material Charges

MTA-2018-IMP-PRI-0431

[Describe here the sample transfers under this MTA, and how the related costs for sample preparation, packaging and shipment will be covered and by whom]

~~CDD~~ ^{MAX}
The cost of samples ~~packaging and shipment from the provider to CDD, will be covered by CDD.~~
The cost of samples ~~processing and transport will be changed to IARC by CDD, as indicated in a specific contract (APW).~~

ANLIS

IARC will organize samples packaging and shipment from the provider to IARC.
IARC will organize samples packaging and shipment from the provider to a third party (listed on this MTA, Annex 1).
A CRA between IARC and ANLIS covers the cost of samples processing.

ACIB-FUNIN

IARC will organize samples packaging and shipment from the provider to IARC
IARC will organize samples packaging and shipment from the provider to a third party (listed on this MTA, Annex 1)
A CRA between IARC and ACIB-FUNIN covers the cost of samples processing

ARBOR VITA

The cost of samples packaging and shipment from the provider to Arbor Vita or from IARC to Arbor vita will be organized by IARC and Arbor vita with an equal share of the expenses of 50%.
The cost of samples processing is covered by an agreement between IARC and Arbor vita

* crossed-out by IARC PI because not applicable
at the time of MTA's signature

ANNEX 3

A. Third Party Commitment (CDD)

MTA-2018-IMP-PRI-0431

Notwithstanding the terms and conditions of this Material Transfer Agreement, it is understood and agreed between the Parties that Materials/Data will also be sent to CDD, hereinafter "Third Party Institute", for the purpose of specific analyses/ research services to be carried out within the Research Project, as described further below.

By signing the present *Third Party Commitment*, Third Party Institute confirms its agreement to receive such Materials/Data, and agrees to the following conditions:

- (i) Third Party Institute will use the Materials/Data in accordance with the terms and conditions of this Material Transfer Agreement, including its Annexes.
- (ii) Third Party Institute will use the Materials/Data solely and exclusively for performance of the work set forth below, and for no other purpose.
- (iii) Third Party Institute will not further transfer the Materials/Data, except as specifically described herein and below.
- (iv) Third Party Institute will have no rights or interest to the Materials/Data.
- (v) Upon completion of the work, Third Party Institute shall return any unused Materials/Data or otherwise as instructed by IARC/WHO.

Work to be carried out by Third Party Institute:

[Describe here the specific analyses/ research services to be performed by the Third Party Institute, and any other relevant details including, as applicable, (re)transfer of Materials, submission of generated data/results to IARC/WHO, etc.]

CDD

The analysis to be carried out by CDD – San Antonio, Texas, USA is COBAS HPV test on a 10% of the study samples. In the case of the provider institution around 1000 samples are expected to be tested at CDD by COBAS. They will transfer the results to IARC/WHO by an online platform.

Third Party Institute contact information:

Name of Institute:	Center for Disease Detection (CDD)
Address:	11603 Crosswinds Way, Ste 100 San Antonio, Tx 78233
Responsible Scientist:	Dr Alberto Hernandez
Title:	CLO
E-mail:	alberto.hernandez@cddmedical.com

Signatures:

Authorized Official
Name: Alberto Hernandez
Title: CLO
Date:

ANNEX 3
B. Third Party Commitment (ANLIS)

MTA-2018-IMP-PRI-0431

Notwithstanding the terms and conditions of this Material Transfer Agreement, it is understood and agreed between the Parties that Materials/Data will also be sent to ANLIS, hereinafter "Third Party Institute", for the purpose of specific analyses/ research services to be carried out within the Research Project, as described further below.

By signing the present *Third Party Commitment*, Third Party Institute confirms its agreement to receive such Materials/Data, and agrees to the following conditions:

- (ii) Third Party Institute will use the Materials/Data in accordance with the terms and conditions of this Material Transfer Agreement, including its Annexes.
- (ii) Third Party Institute will use the Materials/Data solely and exclusively for performance of the work set forth below, and for no other purpose.
- (iii) Third Party Institute will not further transfer the Materials/Data, except as specifically described herein and below.
- (iv) Third Party Institute will have no rights or interest to the Materials/Data.
- (iii) Upon completion of the work, Third Party Institute shall return any unused Materials/Data or otherwise as instructed by IARC/WHO.

Work to be carried out by Third Party Institute:

[Describe here the specific analyses/ research services to be performed by the Third Party Institute, and any other relevant details including, as applicable, (re)transfer of Materials, submission of generated data/results to IARC/WHO, etc.]

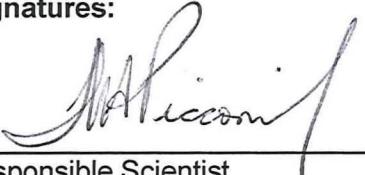
ANLIS

2mL aliquots of cervical cells will be transferred to ANLIS for HPV genotyping. Approximately 170 samples processing - including DNA extraction and genotyping- will be provided free of charges to IARC by ANLIS in the frame of the ESTAMPA collaborative project. They will transfer the results to IARC/WHO by an online platform.

Third Party Institute contact information:

Name of Institute: (ANLIS)	Instituto Nacional de Enfermedades Infecciosas- ANLIS "Dr. Carlos Malbran"
Address:	Av. Velez Sarsfield 563 (C1282AFF), Buenos Aires, Argentina
Responsible scientist:	María Alejandra Picconi
Title:	Principal Investigator
E-mail:	mapicconi@anlis.gov.ar

Signatures:



Responsible Scientist

Name: Dr María Alejandra Picconi

Title: Principal investigator

Date: 19 June 2018



Authorized Official

Name: Dr. Mónica Tous

Title: Head of Virology Department

Date: 19 June 2018

ANNEX 3

C. Third Party Commitment (ACIB-FUNIN)

MTA-2018-IMP-PRI-0431

Notwithstanding the terms and conditions of this Material Transfer Agreement, it is understood and agreed between the Parties that Materials/Data will also be sent to ACIB-FUNIN, hereinafter "Third Party Institute", for the purpose of specific analyses/ research services to be carried out within the Research Project, as described further below.

By signing the present *Third Party Commitment*, Third Party Institute confirms its agreement to receive such Materials/Data, and agrees to the following conditions:

- (iv) Third Party Institute will use the Materials/Data in accordance with the terms and conditions of this Material Transfer Agreement, including its Annexes.
- (ii) Third Party Institute will use the Materials/Data solely and exclusively for performance of the work set forth below, and for no other purpose.
- (iii) Third Party Institute will not further transfer the Materials/Data, except as specifically described herein and below.
- (iv) Third Party Institute will have no rights or interest to the Materials/Data.
- (v) Upon completion of the work, Third Party Institute shall return any unused Materials/Data or otherwise as instructed by IARC/WHO.

Work to be carried out by Third Party Institute:

[Describe here the specific analyses/ research services to be performed by the Third Party Institute, and any other relevant details including, as applicable, (re)transfer of Materials, submission of generated data/results to IARC/WHO, etc.]

ACIB-FUNIN will create a LBC slide out of the remnant preservcyt specimens sent by the ESTAMPA parties to ACIB-FUNIN and conduct a p16/Ki-67 dual-staining on these slides. Finally, the slides will be distribute to the ESTAMPA pathologist for cytologic interpretation.

ACIB-FUNIN

Some of the samples provided under this MTA will be sent to ACIB-FUNIN from the provider or IARC for long-term storage or perform the selected test (to be determined) for ESTAMPA.

Other tests might be carried out by ACIB-FUNIN as needed (price to be determined and will be covered by a specific contract (CRA). They will transfer the results to IARC/WHO by an online platform.

Third Party Institute contact information:

Name of Institute: **Fundacion INCIENSA (ACIB-FUNIN)**

Address: 200 Norte y 75 Oeste del BCT, Rohrmoser, San Jose, Costa Rica

Responsible Scientist: Dr Bernal Cortes and Dr Carolina Porras Gutierrez

Title: Scientists
E-mail: BCortes@proyectoquanacaste.com
CPorrasGutierrez@proyectoquanacaste.com

Signatures:


Responsible Scientist
Name: Dr. Bernal Cortés Ledezma
Title: Investigator
Date: July 23, 2018


Authorized Official
Name: Charles Sánchez
Title: Executive Director Fundación Inciensa
Date: July 23, 2018

ANNEX 3

D. Third Party Commitment (Arbor Vita)

MTA-2018-IMP-PRI-0431

Notwithstanding the terms and conditions of this Material Transfer Agreement, it is understood and agreed between the Parties that Materials/Data will also be sent to Arbor Vita Corporation, hereinafter "Third Party Institute", for the purpose of specific analyses/ research services to be carried out within the Research Project, as described further below.

By signing the present *Third Party Commitment*, Third Party Institute confirms its agreement to receive such Materials/Data, and agrees to the following conditions:

- (i) Third Party Institute will use the Materials/Data in accordance with the terms and conditions of this Material Transfer Agreement, including its Annexes.
- (ii) Third Party Institute will use the Materials/Data solely and exclusively for performance of the work set forth below, and for no other purpose.
- (iii) Third Party Institute will not further transfer the Materials/Data, except as specifically described herein and below.
- (iv) Third Party Institute will have no rights or interest to the Materials/Data.
- (v) Upon completion of the work and the request by IARC/WHO, Third Party Institute shall return any unused Data to IARC/WHO and shall destroy unused Materials (clinical specimens).

Work to be carried out by Third Party Institute:

[Describe here the specific analyses/ research services to be performed by the Third Party Institute, and any other relevant details including, as applicable, (re)transfer of Materials, submission of generated data/results to IARC/WHO, etc.]

Arbor Vita

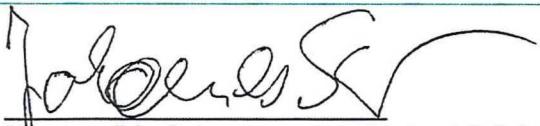
As mutually agreed upon, a subset of clinical specimens provided under this MTA will be sent to Arbor Vita Corporation from the provider or from IARC for HPV oncoprotein detection. Arbor Vita will transfer the results to IARC/WHO by an online platform.

Arbor Vita Corporation will provide processing and testing of said specimens free of charges to IARC in the frame of the ESTAMPA collaborative project.

Third Party Institute contact information:

Name of Institute: Arbor Vita Corporation
Address: 48371 Fremont Blvd., Suite 101
Responsible scientist: Dr. Johannes Schweizer
Title: Chief Science Officer
E-mail: johannes.schweizer@arborvita.com

Signature:



Responsible Scientist and Authorized Official

Name: Johannes Schweizer, Ph.D.

Title: Chief Science Officer

Date: July 13, 2018