



European Biobank on Vascular Diseases (EBVD-EBPp)

MATERIAL TRANSFER AGREEMENT

VAS - Vascular - Independent Research and Education - European Organisation welcomes collaborations finalised to improving of human life.

VAS - Vascular - Independent Research and Education - European Organisation, European Scientific non-profit Association considers mandatory the subscription of this MTA related to the European Biobank on Vascular Diseases (and to its Sub-projects) in order to guarantee the respect of VAS - Vascular - Independent Research and Education - European Organisation's vision and aims and to respect the Patients'/Research Subjects' Informed Consent.

Each project (or sub-project) requiring the transfer of samples must be attached to this Agreement and both the project (or Sub-project) and this Agreement must be signed by both (or more) parties involved.

The parties to this Transfer Agreement (this "Agreement") are VAS - Vascular - Independent Research and Education - European Organisation with headquarter at the Research Centre on Vascular Diseases and Angiology Unit, University of Milan – "L. Sacco" Hospital, Via G.B. Grassi 74, 20157 Milan – Italy, and _____ herein after TRANSFEREE.

VAS - Vascular - Independent Research and Education - European Organisation does hereby grant TRANSFEREE permission to use MATERIAL solely for the pur pose of conducting a study _____ as agreed between VAS - Vascular - Independent Research and Education - European Organisation and _____

1. The MATERIAL that is covered by this agreement includes: a) whole blood samples; b) plasma; c) serum.
2. TRANSFEREE shall not distribute or release the MATERIAL to any person other than to TRANSFEREE employees in order to carry out this Agreement, and shall ensure that no one will be allowed to take or send this MATERIAL to any other location, or to beach an other covenant of this Agreement applicable to the parties, unless prior written permission is obtained from VAS - Vascular - Independent Research and Education - European Organisation. TRANSFEREE agrees that neither the MATERIAL, nor any biological materials treated therewith, will be used in human beings, and that the MATERIAL will not be used for any purpose inconsistent with this Agreement.
3. TRANSFEREE agrees that nothing herein shall be deemed to grant to TRANSFEREE any rights under any intellectual property rights of VAS - Vascular - Independent Research and Education - European Organisation that may arise from the activities covered by this Agreement.
4. TRANSFEREE shall have no rights in the MATERIAL except for the permission provided for in this Agreement
5. TRANSFEREE agrees to provide all research results related to the MATERIAL to VAS - Vascular - Independent Research and Education - European Organisation. TRANSFEREE agrees to use the same degree of care to maintain the confidentiality of any information respecting the MATERIAL as TRASFEREE would if the MATERIAL and information were proprietary information of TRANSFEREE.
6. If the research involving the MATERIAL results in a further innovation which may be academically useful, TRANSFEREE will promptly disclose the existence of the further innovation to VAS - Vascular - Independent Research and Education - European Organisation. The Parties hereby agree

to negotiate in good faith the terms under which the information can and should be disseminated to the wider scientific community.

7. In no event shall VAS - Vascular - Independent Research and Education - European Organisation be liable for any use by TRANSFEREE of the MATERIAL, or any loss claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the MATERIAL, except for that VAS - Vascular - Independent Research and Education - European Organisation shall be responsible for liability which is directly attributable to its gross negligence.
8. TRANSFEREE will refrain from use of the MATERIAL or any parts thereof in or for the production of products for sale or for any commercial use.
9. VAS - Vascular - Independent Research and Education - European Organisation may terminate this Agreement at any time in the event that TRANSFEREE is in breach of any of the covenant contained herein, provided that TRANSFEREE is unable to cure such breach within thirty (30) days upon receipt of a written notice by VAS - Vascular - Independent Research and Education - European Organisation addressing such breach.
10. Any MATERIAL remaining in the possession of TRANSFEREE upon termination of this Agreement, and in absence of any further agreement between the Parties will be destroyed or, at request of VAS - Vascular - Independent Research and Education - European Organisation, returned to VAS - Vascular - Independent Research and Education - European Organisation and all of TRANSFEREE's rights to use the MATERIAL shall end.
11. The TRANSFEREE agrees that use of the MATERIAL shall be in compliance with all applicable laws, European and local governmental guidelines and regulations pertaining to research with the MATERIAL.
12. If any of the provisions of this Agreement shall become or be held invalid or unenforceable all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid and enforceable provision which accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.
13. As VAS - Vascular - Independent Research and Education - European Organisation has its headquarters in Milan (IT), this Agreement shall be construed and interpreted in accordance with the laws of Italy and the Parties hereby submit to the non exclusive jurisdiction of the Courts of Italy.

14.