MATERIAL TRANSFER AGREEMENT UBC File No.M15-00150

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act of British Columbia*, 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3 ("**UBC**"), Attention: Associate Director, Sponsored Research Group, Telephone: (604) 822-8580; Fax: (604) 822-8589 and **CHILDREN'S & WOMEN'S HEALTH and CENTRE OF BRITISH COLUMBIA BRANCH**, a public hospital having its administrative offices at 4500 Oak Street, Vancouver, British Columbia, Canada V6H 3N1 ("**C&W**"), Attention: Executive Director, Tel: (604) 875-2404; Fax: (604) 875-2496 (UBC, and C&W collectively, the "**Provider**")

AND:

RECIPIENT, which is identified in the Material Access Application Form (the "**Recipient**").

(Provider and Recipient each a "**Party**" and collectively, the "**Parties**")

WHEREAS:

A. C&W is a branch society of the Provincial Health Services Authority (PHSA) as well an affiliated hospital of UBC. C&W has a biobank facility, BC Children's Hospital BioBank BioBank ("**BCCH BioBank**"); and

B. Provider wishes to provide Recipient, and Recipient wishes to obtain from Provider, certain proprietary information and specimens from the BCCH BioBank on terms and conditions set out in this Agreement (the "**Agreement**")

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS.

1.1 In this Agreement, the following words have the following definitions:

(a) "**Commercial Purposes**" means the sale, lease, license or other exploitation of the Material or Information to a person for profit, including, but not limited to, use of the Material, Information by Recipient or any individual or organization to perform contract research for any individual or organization for profit.

(b) "**Information**" means any and all information, know-how, techniques or practices that Provider discloses to Recipient in writing and identified as CONFIDENTIAL at the time of disclosure relating to the Material or its use and includes all research, data, specifications, plans, drawings, prototypes, recordings, instructions, manuals, papers or other materials so disclosed, but excludes any Information that:

(i) was already in the possession of Recipient and evidenced by written documents existing prior to the date of disclosure of the Information by Provider to Recipient;

(ii) is publicly known at the time of the disclosure or later becomes publicly known other than through a breach of this Agreement by Recipient;

(iii) is required to be disclosed under applicable laws, regulations or orders of any governmental authority;

(iv) is furnished by Provider to others without restrictions on its use or disclosure;

(v) is subsequently disclosed to Recipient by a third party who Recipient has no reason to believe is under confidentiality obligations to Provider; or

(vi) is independently developed by Recipient without use of the Information.

(c) "**Inventions**" means any discoveries, improvements, processes or inventions made by Recipient through use of the Material, Modifications or Information, but excludes Modifications.

(d) "**Material**" means the Original Material, any Progeny or Unmodified Derivatives.

(e) "**Material Access Application Form**" means the schedule mutually agreed between the Parties, and which describes the Original Material and Research Project to be undertaken by Recipient with the Material. Each Material Access Application Form is independent of any other Material Access Application Form and together with the body of this Agreement constitutes the entire agreement between the Parties.

(f) "**Modifications**" means substances created by Recipient, which contain or incorporate any form of the Material (including Original Material, Progeny or Unmodified Derivatives).

(g) "**Original Material**" means the original material being transferred to Recipient as described in the Material Access Application Form.

(h) "Permitted Use"

(i) "**Progeny**" means unmodified descendant from the Material (for example, virus from virus, cell from cell, or mouse from mouse).

(j) "**Research Project**" means the research described in the Material Access Application Form.

(k) "**Unmodified Derivatives**" means substances created by Recipient, which constitute an unmodified functional subunit or product expressed by the Original Material (for example, subclones of unmodified cell lines, purified or fractionated subsets of the original material, proteins expressed by DNA/RNA supplied by Provider, or monoclonal antibodies secreted by a hybridoma cell line).

2.0 CONTRACT PERIOD.

2.1 This Agreement will be in effect from June 15, 2015 to June 15, 2018(the "Contract Period").

3.0 MATERIAL ACCESS APPLICATION FORM

3.1 The Recipient Institution hereby requests the Provider to send Original Material to the Recipient by means of a Material Access Application Form issued to Provider by Recipient in the form attached hereto and marked as Schedule "**A**". Each Material Access Application Form will include the following information:

(a) Legal name of the Recipient;

(b) Description of Original Material;

(c) Description of Research Project;

(d) Reimbursement amount for preparation and distribution of Material;
(e) Recipient's FedEx Account No.;
(f) Address for Notices and Address for delivery of Original Material; and
(g) Contact Information of Laboratory Contact Person.
3.2 Provider may accept the Material Access Application Form issued pursuant of Section 3.1 by Provider Scientist signing a copy of it and returning an executed copy to the Recipient. In the event of a conflict between this Agreement and the Material Access Application Form, this Agreement will govern.
3.3 Provider through BCCH BioBank, will provide the Original Material under the direction of Dr. Suzanne Vercauteren (the " BCCH BioBank Director").

4.0 LICENSE OF MATERIAL & INFORMATION.

4.1 Subject to the terms and conditions of this Agreement, Provider hereby grants to Recipient a non-transferable, non-exclusive license to use the Material and Information in the Research Project for internal research purposes and evaluation only, for a period commencing on the date authorized Provider signs this Agreement and ending 1 year thereafter unless terminated earlier in accordance with this Agreement.

5.0 RESTRICTIONS ON USE.

5.1 Recipient will not:
(a) make Modifications of the Material without the express written consent of the Provider, with the exception of the Research Project described in the Material Access Application Form;
(b) use the Material, Modifications or Information for Commercial Purposes;
(c) use the Material or Modification in human subjects, whether in clinical trials or otherwise and whether for therapeutic, preventive, diagnostic or other purposes;
(d) use the Material, Modifications or Information in research projects that grant sublicense, ownership or other proprietary rights in the Material, Modifications or Information to a third party;
(e) provide or make available to a third party for any purpose whatsoever the Material, Information or Modifications without the prior written consent of Provider whose consent may be withheld at its sole discretion;

(f) use the Information, Material or results from Research Project for any purpose relating to re-identifying an individual or contacting a person, including contacting a re-identified person to participate in research; or
(g) use or disclose the Information, Material or results in a form from which the donor of Original Material may be identified.

6.0 COST RECOVERY FEE.

6.1 The Recipient will, upon signature of the Material Access Application Form, reimburse the Provider for preparation and distribution costs as set out in the Material Access Application Form. .

7.0 OWNERSHIP, PROGRESS REPORTS & INVENTIONS.

7.1 Provider retains all rights, title and interest in and to the Material and Information. Provider shall retain all rights, title and interest in and to the Modifications. Material and Information may be subject to patent protection.
7.2 Recipient will provide raw study data from the Research Project ("Data") to BCCH BioBank Director within one year of the receipt of the Material or concurrently at the time of providing prior publication review to Provider, whichever occurs first. Recipient understand that BCCH BioBank Director will append these Data to the cases utilized. The Recipient understands that Data may be used for future case selection and research. .
7.3 Recipient will promptly notify Provider in writing within 30 days of any Inventions. Where Inventions result from the sole effort of Recipient, Recipient will own all rights, title and interest in and to the Inventions and hereby grants to Provider a non-exclusive license to use the Inventions for research and scholarly purposes.
7.4 If Recipient wishes to use the Material or Modifications in Inventions for purposes other than Research Project, the Parties will confirm with the research ethical institutional review board of the Parties that such use is allowed.
7.5 Where Inventions result from collaborative efforts of both Provider and Recipient and according to U.S. patent law, the resulting patent application names at least one inventor from each entity, the Parties will own the Inventions jointly. In the case of such joint ownership, Recipient agrees to negotiate in good faith with Provider for administering such joint Invention.
7.6 Nothing in this Agreement grants any rights under any patents or in any know-how of Provider nor any rights to use the Materials, Modifications or Information for profit-making or Commercial Purposes.

8.0 DISCLAIMER OF WARRANTIES.

8.1 The Material and Information are being provided by Provider to Recipient on an "AS IS" basis and the Material is understood to be experimental in nature. Any use of the Material or Information by Recipient will be at the sole risk and liability of Recipient, whether or not Provider has consented or acquiesced to such use. PROVIDER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL AND INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE DURABILITY, STORAGE, DISPOSAL, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TO THE NON-INFRINGEMENT OF THE MATERIAL AND INFORMATION ON THE PROPRIETARY RIGHTS OF A THIRD PARTY. ALSO, PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING OUT OF OR RELATED TO THE FOREGOING EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

8.2 The Material may have hazardous properties or contain infectious material, e.g. HIV or Hepatitis. The Recipient will handle the Material under laboratory conditions with adequate biohazard containment, and only trained persons will handle the Material.

9.0 REGULATION.

9.1 Both Parties will abide by their respective ethical institutional review board and all applicable laws and regulations with regards to the use and transfer of the Material, including but not limited to the laws that relate to the protection of any identifiable information of the participants from whom the Material (specimens) came from.
9.2 The Recipient represents and warrants to the Provider that the Recipient has obtained applicable ethics approval to perform the Research Project as set out in the Material Access Application Form.

10.0 INDEMNITY.

10.1 Recipient agrees to indemnify the Provider, the PHSA, their Board of Governors, directors, officers, employees, faculty, students and agents against any and all claims, demands, liabilities and expenses (including reasonable legal fees and disbursements), consequential or otherwise, arising out of or related to the use, storage or disposal of the Material or Information by Recipient, its employees, or agents. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the Material by Recipient.

11.0 CONFIDENTIALITY.

11.1 Subject to Article 12 (Publication), during the term of this Agreement and for a period of 3 years after the termination of this Agreement, Recipient will use reasonable efforts to maintain the confidentiality of the Information and to prevent any unauthorized access, reproduction, disclosure and/or use of the Information. Confidentiality of any personally identifiable information must be maintained indefinitely.

12.0 PUBLICATION.

12.1 If Recipient wishes to present or publish results of research conducted using the Material, Modifications or Information, Recipient will submit a copy of the proposed presentation or publication to Provider at least 30 days in advance of the presentation or publication submission date to allow Provider time to review and identify any disclosure for confidential or proprietary information. If Provider responds within the 30 day period and identifies its Information in such proposed disclosure, Recipient shall remove such Information before publication or presentation. If Provider responds to Recipient within the 30 day period and identifies patentable subject matter in which Provider has an interest and for which Provider desires to have patent applications filed, Recipient shall delay publication for a maximum of 90 days from date of original disclosure to allow Provider an opportunity to file the required patent applications. The Parties agree that any publication made pursuant to this agreement shall be made in accordance with the custom of scientific research and shall acknowledge the contribution of the Parties' scientists, as appropriate.
12.2 Personally identifiable human information may not be published.

13.0 TERMINATION.

13.1 This Agreement may be terminated immediately upon the occurrence of any one of the following events:
(a) Recipient notifies Provider in writing that the Research Project has been completed or terminated;
(b) Recipient becomes bankrupt or insolvent or a receiver is appointed to take possession of Recipient's business or property or Recipient has assigned its interest to creditors;
(c) Recipient is more than 30 days in arrears of any monies that are due to Provider under this Agreement;
(d) Recipient commits a breach of Article 5 (Restriction on Use), 11 (Confidentiality) or 12 (Publication);
(e) Recipient terminates the non-exclusive license granted to Provider under Article 7; or
(f) giving of at least 30 days written notice by one Party to the other of its intention to terminate this Agreement in the absence of a breach of any of the provisions of this Agreement.
13.2 Articles5, 7, 8, 10, 11, 12, 13.2, and 14 will survive the expiration or earlier termination of this Agreement.

14.0 RETURN, DESTRUCTION or CONTINUED USE OF MATERIAL & INFORMATION.

14.1 On the expiration or earlier termination of this Agreement, Recipient will, on the written direction of Provider, return or destroy the Material and Information. However, at the request of Recipient, Provider may extend the term of this Agreement with respect to provisions governing Modifications so that Recipient can continue to use the Material contained or incorporated in the Modifications. Upon request, Recipient will send Provider samples of Modifications, for academic research only. Recipient acknowledges and agrees that in the event the Material constitutes, or is derived from biological samples of a donor, the donor may at his or her discretion revoke consent for use of the Material at any time. In such an event, Recipient agrees at Provider's direction to immediately return or destroy the Material and any Modifications embodying the Material, and to certify to Provider in writing when such destruction or transfer is completed.

15.0 NOTICES.

15.1 All payments, reports and notices or other communication required or desired to be given or delivered under this Agreement will be given in writing and delivered by person, by registered mail, or by fax, addressed to the Party at its address first set out above or in the Material Access Application Form, as applicable, or such other address as the Party otherwise advises in writing. Any notice personally delivered or sent by fax will be deemed to

have been given or received at the time of delivery or transmission. Any notice mailed will be deemed to have been received on the expiration of 5 business days after it is posted.
15.2 Recipient should direct questions of a scientific nature to Provider Scientist.

16.0. ASSIGNMENT.

16.1 Recipient will not assign this Agreement, in whole or in part, without the prior written consent of Provider, whose consent may not be unreasonably withheld.

17.0 GOVERNING LAW.

17.1 This Agreement will be governed by and construed under the laws of British Columbia and the applicable laws of Canada without reference to its conflict of law rules. Nothing in the foregoing sentence will prevent Provider from applying to any court of competent jurisdiction for injunctive relief for any actual or threatened breach of confidentiality obligations by Recipient.

18.0 GENERAL.

18.1 If any provision of this Agreement is deemed to be invalid or unenforceable, such provision or provisions will be deemed modified to the extent necessary to render the same valid or enforceable, or if such modification is not possible, the remaining terms and provisions of this Agreement will be construed and enforced as if the invalid or unenforceable provision or provisions did not exist.
18.2 The headings of the sections of this Agreement are inserted for convenience only and do not in any way limit or amplify the provisions of this Agreement.
18.3 No provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing signed by the Party giving the waiver or consent. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision.
18.4 This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the Parties relating to its subject matter.
18.5 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Parties reasonably request to evidence, carry out or give full force and effect to the intent of this Agreement.
18.6 This Agreement may be executed in counterpart by the Parties, either through original copies or by facsimile or electronically each of which will be deemed an original and all of which will constitute the same instrument.
18.7 In this Agreement, unless the contrary intention appears, "days" means calendar days.

In signing this Agreement, the signatories confirm that they have the authority of their respective organizations to enter into the obligations of the Agreement.

Signed for and on behalf of
RECIPIENT
by its duly authorized officer in the Material Access Application Form.

Signed for and on behalf of
THE UNIVERSITY OF BRITISH COLUMBIA
by its duly authorized officer:

Name: Mario A. Kasapi
Title: Associate Director, University-Industry Liaison Office
Date: June 16, 2015

Signed for and on behalf of
CHILDREN'S & WOMEN'S HEALTH and CENTRE OF BRITISH COLUMBIA BRANCH
by its duly authorized officer:

Name: Dr. Wyeth Wasserman
Title: Executive Director, C&W
Date: June 18, 2015