

 <p>Medische Bank Noord Nederland BV Chamber of Commerce number 59133708</p>	<p><b>MATERIAL TRANSFER AND/OR DATA ACCESS AGREEMENT</b></p> <p>OV20_xxxx</p>	<p>iDocs: 27722</p>
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## Aim

The aim of this material transfer agreement and/or data access agreement (MTA/DAA) is to:

- describe the partners involved in the data and/or sample release for the research project proposed in the granted research proposal and their relations;
- warrant the privacy of the Lifelines participants;
- warrant transparency of the proposed research project and the researchers;
- specify that Lifelines is the controller of the data and the owner of the materials of the Lifelines participants;
- clarify the conditions in relation to data and material access.

## Context

The material transfer agreement and/or data access agreement MTA/DAA is embedded within the procedure 'Procedure finance and contract for research proposals'. The Lifelines Research Office draws up the MTA/DAA with the parties involved and will get the MTA/DAA formalised.

The MTA/DAA is aimed to aid the collaboration between Lifelines and the researcher. This MTA/DAA does not apply for data and/or material release for consortia (i.e. BBMRI), nor for research proposals or for data and/or material that have been gathered under BBMRI-NL and/or Top Institute Food & Nutrition, nor for requests regarding the Lifelines expertise and infrastructure.

## Summary

The main points of the agreement are:

- i. Lifelines' Research Office must have approved the research proposal before any transfer to Recipient of data and/or material will be performed;
- ii. This contract will give right to:
  - i. use of data solely for the purpose defined in the research proposal for a pre-determined period of time: **12 months**. After this period extension can be granted after a written request to Lifelines.
  - ii. use of materials solely for the purpose defined in the research proposal. Recipient may only use the data and materials for the common good in scientific research.
  - iii (optional) Subcontract specific parties to whom the analysis/research activities are outsourced, this will not affect the Recipients' obligations regarding the agreements made in this MTA/DAA and the offer (**OV20\_xxxx**).
- iii. Recipient guarantees that, as user of the data and/or material, he will act in compliance with all such codes, acts and regulations and that Recipient will, where applicable, obtain

approval from the appropriate medical-ethical committee(s).

- iv. Lifelines is and shall remain the sole owner of all Source Data and/or Material and/or Derivate Data (i.e. all existing data (in)directly derived from the original Source Data) and also of all data obtained by the (bio)analysis of Source Data and/or Material and/or Derivate Data, and any other information as well as any and all intellectual property rights related thereto. Recipient, shall be entitled to any research findings as well as any and all intellectual property rights related thereto resulting from research for which Source Data, Derivate Data and/or Material was used. In case during the Recipients research data is created from the (bio)analysis of Source Data, Derivate Data and/or Material, this Derivate Data will be made available to Lifelines. At the request of Recipient an embargo period can be agreed upon for any Derivate Data resulting from the research of Recipient for a maximum period of two years. This embargo period will entail that the concerned Derivate Data will be available for request by others, but requests to access to this Derivate Data shall only be granted after the prior approval of Recipient. The embargo period commences when all Derivate Data or other at request of Recipient collected additional data, is made available to Lifelines. Recipient acknowledges that Lifelines participants remain the persons that are authorized to decide on the use of the Source Data and/or Material donated by them, including destruction thereof if they so request.
- v. Within 10 days of the date of termination of the agreement, Recipient shall provide Lifelines (research@lifelines.nl) with a written report, describing in reasonable detail (i) the activities executed, (ii) the Results obtained in the course of the Research (including any new algorithms developed) and (iii) methodologies used in the Research (the latter to allow Lifelines quality control and uniform approach by the users of data and material).
- vi. Recipient will inform Lifelines (research@lifelines.nl) of a contemplated publication (abstract, poster or manuscript) at least 14 days prior to the contemplated submission date in order to allow Lifelines to verify that such publication does not contain results caused by incorrect use of data and that data is published on such a level that traceability to individuals is impossible.
- vii. Upon termination, Recipient shall, at the election of Lifelines, either return or destroy the data and/or material. If material must be destroyed, a written declaration of destruction will be signed by Recipient and will be sent to Lifelines within 2 (two) weeks after destruction. Lifelines may give specific instructions as to the return of material.
- viii. Recipient shall not assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any third Party (including affiliates or successors) without the consent of the other Party.
- ix. Lifelines reserves the right to take appropriate measures in case of non-compliance with these contractual provisions.

## MATERIAL TRANSFER AND/OR DATA ACCESS AGREEMENT

This Data access and Material Transfer Agreement ("Agreement") is entered into as of the date of the last signature (the "Effective Date") by and between,

Medische Biobank Noord Nederland B.V. organized and duly existing under the law of the Netherlands, having office in Roden, at Ceintuurbaan Noord 180, 9301 NZ, The Netherlands, hereby legally represented by Dhr. L.J. Souman, hereafter referred to as "Lifelines", on the one part,

and

Institution ... [, a [fill in type of legal entity, e.g. foundation, charitable trust, corporation (Ltd. Inc.)] incorporated, organized and duly existing under the laws of the [fill in appropriate jurisdiction], with its principal office at [insert address], hereby legally represented by [insert name of legal representative], in the capacity of the authorized signatory of the Principal Investigator [name], hereinafter "Recipient");

and/or

Company Z [fill in official name of legal entity that is authorized to enter into this agreement], a [fill in type of legal entity, e.g. corporation (Ltd., inc.)], incorporated, organized and duly existing under the laws under the laws of the [fill in appropriate jurisdiction], with its principal office at [insert address], hereby legally represented by [insert name of legal representative], in the capacity of the authorized signatory of the Principal Investigator [name] and/or [...] [Add any other Party which is to be a Party to the MTA & DAA],

### WHEREAS:

1. Lifelines is a population cohort and biobank established with the aim to facilitate research by using its collection of human biological data and/or material;
2. Recipient is the Principal Investigator (represented by the authorized signatory) of a research institute willing to conduct research on certain data and/or material from Lifelines to conduct a (scientific) study (the "Research") as further described in Annex A. Annex A is attached hereto and shall be deemed as an integral part of the Agreement, and may be updated from time to time by mutual agreement of the Parties.
3. Lifelines is willing to give access (or transfer) certain data and/or material to Recipient;
4. Have agreed to be bound by the provisions set out in this Agreement.

### Definitions

Agreement: means this agreement comprising its clauses, schedules and any appendices attached to it, except for the research proposal;

- Research Office: To which the research proposal has been submitted for approval;
- Research Group: Principal Investigator, Investigators and other members selected by Principal Investigator,
- Recipient: Hereinafter referred to as "Principal Investigator"
- Subcontractor: Party/parties selected by the Principal Investigator to whom analysis/research activities are outsourced.
- Sublicense: The agreement between Recipient and Subcontractor whereby the sublicense will not affect the Recipient's obligations in regard to the agreements made in offer OV20\_XXXX.

**Opmerking [WB1]:** Als de aanvrager een UMCG onderzoeker is, neem dan de volgende gegevens over en vul aan:

University Medical Center Groningen,  
Department of .....  
organized and duly existing under the laws of the Netherlands, with its principal office at Hanzeplein 1, 9713 GZ Groningen, hereby legally represented by the Head of the Department, hereafter referred to as "Recipient";

**Opmerking [WB2]:** Als de aanvrager een UMCG onderzoeker is, neem dan de volgende gegevens over als punt 5:

5. University Medical Center Groningen and Biobank have a signed Framework Agreement dated October the 14<sup>th</sup> 2015, which allows the signing of this Agreement by the Head of the Department where the Research is being conducted.

- Consent Form: Certificate that a participant of has signed, where participants approves use of the (anonimized) data and material for scientific purposes.
- Effective Date: The date on which this agreement takes effect.
- Source Data and/or Material: Data, information, the human tissue, blood, urine, or other biomaterial specified in the Research proposal included in Annex A of Lifelines participants.
- Research Proposal: Recipient's research proposal attached hereto as Annex A.
- Offer: Offer describing the financial agreements attached hereto as Annex B.
- Research: The Services requested by Recipient pursuant clause 2 of the Offer OV19\_xxxx of Lifelines within the scope of the Research proposal.
- Results (Production Data): All results, including data, deriving from the data and/or sample analysis by Lifelines and/or **Company Z** pursuant this MTA/DAA and the offer (OV19\_xxxx).

### **Representations**

1. Lifelines and (formal) Recipient represent to each other that they are duly authorized to enter into this Agreement;
2. Lifelines and (formal) Recipient represent to each other that this Agreement does not and will not conflict with any other right or obligation provided under any other agreement or obligation that it has with any third party.
3. Lifelines represents to Recipient that the Consent Form allows for the transfer of the data and/or Material to a Recipient whose definition embraces Recipient, for the purposes of and in accordance with the terms and conditions of this Agreement, including genetic characterization of the data and/or Material.
4. Recipient represents to Lifelines that it has the capacity to carry out the specified analyses of the data and/or Material set forth in the Research proposal.

### **Conditions precedent**

1. This Agreement will gives right to:
  - i. use the data solely for the purpose defined in the Research proposal for a pre-determined period of time: 12 months. After this period extension can be granted after a written request to Lifelines.
  - ii. use Source Data and/or Materials solely for the purpose defined in the Research proposal. After a year the Recipient will declare that the Source materials have been destroyed or Recipient will send Source materials back to .
  - iii. Subcontract specific parties to whom the analysis/research activities are outsourced, whereby the Sublicense will not affect the Recipient's obligations in regard to the agreements made in **OV20\_xxxx**.
2. During this period, any other request for data generated by the Recipient, will be sent to the Recipient. In this period, the Recipient may decide (not) to participate in a collaboration with others who want to make use of the generated data of the Recipient. After the agreed period has ended, Lifelines has the right to release data generated by the Recipient to others and/or inform Recipient about further use/re-use.
3. The Recipient and Research Group agree that data and/or material will not be used, either alone or in conjunction with any other information, in any effort to determine the individual identities of any of the participants from whom data and/or material were obtained or derived.

4. It is Lifelines' obligation to give access to Source Data and/or Material, which is conditional on the fulfilment, to the satisfaction of , on the following conditions:
  - Recipient has submitted the Research Proposal setting forth the analyses to be performed by the Recipient on the Source Data and/or Material and the justification for its use of the Source Data and/or Material for assessment and approval by the Research Office;
  - Research Office has approved of the transfer to the Recipient of the Source Data and/or Material for the purposes set out in the Research Proposal;
  - Recipient agrees to supply a duly authorized Purchase Order for the supply of the Source Data and/or Material;
  - In consideration for Lifelines entering into this Agreement, the Recipient agrees to pay Lifelines an amount of € xxxxx excl. 21% VAT) by wire transfer to Lifelines, IBAN: NL77INGB0650769015, BIC: INGBNL2A, Annex B.

#### **Grant of Access and Restrictions of Use**

1. Lifelines shall grant the Recipient access to the Source Data and/or Material as soon as reasonable possible after the Effective Date. Any service in addition to giving mere access that may be requested by the Recipient to Lifelines, including but not limited to assays, whether or not in connection with this Agreement, shall be governed by a separate agreement under applicability of Lifelines terms and conditions.
2. The Recipient acknowledges that the data will be made accessible through Lifelines online access facility (workspace), unless otherwise agreed.
3. The Recipient or one or more members of the Research Group will be provided with a personal log-on key. A tracking and tracing system is included in Lifelines online access facility. Recipient shall ensure that all such persons will not give their personal log-on key and/or password to any person without Lifelines' prior written approval.
4. The Recipient shall ensure that the person that has access to the data will not download, delete and/or copy the data on any computer without the prior written approval of Lifelines.
5. Only in exceptional circumstances where the Recipient can demonstrate that the Research cannot be conducted by online access only, data may be made available by other means (i.e. other workspace, CD-rom/USB stick). In such event, the Recipient shall ensure that the persons within the Research Group that will obtain such data, will not grant any other person access to such data.
6. The Recipient is responsible for transport of the Source Material from Lifelines to the Recipient or Subcontractor and for subsequent storage of the Source Material. The Recipient shall ensure that the Source Material (and Results as defined below) will be kept separate from other material and that it/they will be clearly labelled as Lifelines material.
7. The Recipient acknowledges that the Source Material may carry viruses, and other infectious agents. Recipient agrees to treat the Material as if it were not free of contamination and affirms that Source Material will be handled by trained persons under laboratory conditions that incorporate adequate biohazard containment and that the Source Material should be used with prudence and appropriate caution.
8. The Recipient agrees that it is responsible for all actions outsourced to subcontractors. The Recipient agrees to bind subcontractor to (relevant) agreements made in this MTA/DAA (proposal for sublicense Annex C). Where the agreement speaks of the Recipient it also means Subcontractors.

9. Each of the Parties shall forthwith inform the other Party of any inconsistencies found in the Source Data and/or Material.
10. Recipient is not entitled to use the Source Data and/or Material for any other research and in no event for any commercial purposes. Recipient may not use the Source Data and/or Material in research with third parties. Recipient will not use the Source Material in humans. Recipient may only use the Source Data and Material for the common good in scientific research.
11. Recipient agrees not to transform the Source Data and/or Material confidentiality of all items or types of unpublished information on the Source Data and/or Material. Nothing in this Agreement shall be constituted as granting any right and/or license with respect to the Source Data and/or Material, or any part thereof, other than as specifically allowed under this Agreement.
12. Recipient acknowledges that the Source Data and/or Material should be kept confidential to the highest degree and agrees to take all care necessary to prevent any disclosure or supply of any Source Data and/or Material to any person other than employees of Recipient that are members of the Research Group listed in the Application, that work under the supervision of the Principal Investigator and that need to know about or need to use the Source Data and/or Material to execute the Research.
13. Recipient acknowledges that Lifelines is under strict regulations and codes of conduct with regard to the collection of the Source Data and/or Material and the storage, management and use thereof, including but not limited to the requirements under the EU General Data Protection Regulation (GDPR; *Algemene Verordening Gegevensbescherming*; AVG), Dutch Act on Medical Treatment (*Wet op de geneeskundige behandelingsovereenkomst*; WGBO), EU Tissues and Cells Directive and Dutch law on quality of material (*Wet Kwaliteit Lichaamsmateriaal*), Dutch Act on scientific experiments on humans (*Wet medisch-wetenschappelijk onderzoek*; WMO) and the Code Appropriate Use of Body Materials (*Code Goed Gebruik Lichaamsmateriaal*). Recipient guarantees that, as user of the data and the material, he will act in compliance with all such codes (i.e. Good Clinical Practices (GCP), Research Code), acts and regulations and that Recipient will, where applicable, obtain approval from the appropriate medical-ethical committee(s).
14. Recipient shall respect the privacy rights of the Lifelines participants and shall not attempt in any way to determine the identity of Lifelines participants in the Source Data and/or Material and Results.
15. Recipient acknowledges that Lifelines participants may request destruction of the Source data and/or Material donated by them. Upon first request by Lifelines, Recipient shall destroy or return such Source Data and/or Material to Lifelines.

### **Ownership and Intellectual Property**

1. Lifelines is and shall remain the sole owner of all Source Data and/or Material and also of all data obtained by the (bio)analysis of Source Data and/or Material and/or Derivate Data (i.e. all existing data (in)directly derived from the original Source Data), and any other information as well as any and all intellectual property rights related thereto. Recipient, shall be entitled to any research findings as well as any and all intellectual property rights related thereto resulting from research for which Source Data, Derivate Data and/or Material was used. In case during the Recipients research data is created from the (bio)analysis of Source Data, Derivate Data and/or Material, this Derivate Data will be made available to Lifelines. At the request of Recipient an embargo period can be agreed upon for any Derivate Data resulting from the research of Recipient for a maximum period of two years. This embargo period will entail that the concerned Derivate Data will be available for request by others, but requests to access to this Derivate Data

shall only be granted after the prior approval of Recipient. The embargo period commences when all Derivate Data or other at request of recipient collected additional data, is made available to Lifelines. Recipient acknowledges that Lifelines participants remain the persons that are authorized to decide on the use of the Source Data and/or Material donated by them, including destruction thereof if they so request.

#### **Disclaimer/Indemnification**

1. Lifelines makes no representations and extends no warranties, either express or implied, as to the Source Data and/or Material. Source Data and/or Material are provided "as is". Source Data have been verified by Lifelines but no additional validation of the data has taken place (obligation to use one's best efforts).
2. Lifelines shall not be liable for any damages, losses and expenses, whether consequential or incidental, as a direct or indirect result or consequence of the use or application of the Source Data and/or Material, Results (Production Data) or any part thereof. Recipient shall indemnify Lifelines, hold Lifelines harmless and shall not take any recourse actions towards Lifelines, against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon Lifelines in connection with any claims, suits, actions, demands or judgments of third parties resulting from the use of the Source Data and/or Material by Recipient or breach by Recipient of any obligation imposed on Recipient under this Agreement.
3. Any Source Material provided pursuant to this Agreement is understood to be of human origin and may have hazardous properties. The Recipient shall indemnify Lifelines for claims for damages by third parties resulting from the use, storage or disposal of the Source Material.

#### **4. Reporting**

5. Within 10 days of the date of termination of the Agreement, Recipient shall provide Lifelines ([research@lifelines.nl](mailto:research@lifelines.nl)) with a written report, describing in reasonable detail (i) the activities executed, (ii) the Results obtained in the course of the Research (including any new algorithms developed) and (iii) the Methodologies used in the Research (the latter to allow Lifelines quality control and uniform approach by the users of Source Data and Material. The new algorithms will become part of the database of Lifelines, and can be used for future research.

#### **Publication**

1. Recipient is entitled to publish the Results subject to the terms of this paragraph in a scientific journal or printed scientific meeting.
2. Recipient will inform Lifelines ([research@lifelines.nl](mailto:research@lifelines.nl)) of a contemplated publication (abstract, poster or manuscript) at least 14 days prior to the contemplated submission date in order to allow Lifelines to verify that such publication does not contain results caused by incorrect use of data, to verify that data is published on such a level that traceability to individuals is impossible and that the publication is in accordance with the communication guidelines of Lifelines provided that they do not jeopardize the scientific integrity of the publication.
3. Forthwith upon publication of the Results by Recipient, Lifelines will publish such publication on its website, clearly labelled as Results of the Research with a unique project code (OV20\_xxxx) for unambiguous identification linking it to the Research and under acknowledgement of the Investigator and other relevant members of the Research Group.  
In the event that Recipient has not published the Results within 12 months after completion of

the Research, Lifelines is, in view of its policy to make results of research by using the Source Data and/or Material from Lifelines publicly available, nevertheless entitled to publish the Results on its website, again clearly labelled as Results of the Research with a unique project code (OV20\_xxxx) for unambiguous identification linking it to the Research and under acknowledgement of the Recipient and other relevant members of the Research Group.

4. In order to make Lifelines visible in PubMed searches, Recipient shall acknowledge the Lifelines in the title or abstract of all publications relating to Results, by using the following language: "Lifelines Cohort Study" or "Lifelines". In addition thereto, all publications must contain the following sentences " *is a multi-disciplinary prospective population-based cohort study examining in a unique three-generation design the health and health-related behaviours of 167,729 persons living in the North of the Netherlands. It employs a broad range of investigative procedures in assessing the biomedical, socio-demographic, behavioural, physical and psychological factors which contribute to the health and disease of the general population, with a special focus on multi-morbidity and complex genetics*". In the event that one or more references as stated herein are not allowed by the publisher of the scientific article, Lifelines can, upon written request by the Investigator, waive one or more of such references to adhere to the publication policies of such publisher.
5. Recipient shall in its publication acknowledge the regional funds that have made the start of Lifelines possible by using the following language "*The Lifelines initiative has been made possible by subsidy from the Dutch Ministry of Health, Welfare and Sport, the Dutch Ministry of Economic Affairs, the University Medical Center Groningen (UMCG), Groningen University and the Provinces in the North of the Netherlands (Drenthe, Friesland, Groningen)*".
6. The following reference can be used in scientific papers to refer to the Lifelines cohort: "*Stolk RP, Rosmalen JG, Postma DS, et al. Universal risk factors for multifactorial diseases: Lifelines, a three-generation population-based study. European Journal of Epidemiology 2008; 23: 67-74*" or "*Scholtens S, Smidt N, Swertz MA, et al. Cohort Profile: Lifelines, a three-generation cohort study and Biobank. International Journal of Epidemiology 2014; 44: 1172-1180*".
7. If the authors wish to express their thanks, the following statement may be used under Acknowledgements: "*The authors wish to acknowledge the services of the Lifelines Cohort Study, the contributing research centres delivering data to Lifelines, and all the study participants.*"

#### **Duration/Termination**

1. This Agreement will be effective as of the date first written above ("Effective Date") and will remain in full force and effect until completion of the Research or, if earlier, 12 (twelve) months from the Effective Date provided, however, that if the Research is not completed within said 12 months, Recipient may request an extension of this Agreement, substantiating the grounds for such extension. Lifelines shall not unreasonably withhold its consent to such extension.
2. This Agreement may be terminated earlier by either Party upon notice by one Party the other Party has breached the Agreement. Termination or expiration of this Agreement shall, however, not affect the Recipients obligations with regard to maintaining strict confidentiality of the Source Data and/or Material, Results.
3. Upon termination, Recipient shall, at the election of Lifelines, either return or destroy the Source Data and/or Material (or, in the event of online access only, return any log-on key). If Source Material must be destroyed, a written declaration of destruction will be provided by Lifelines which will be signed by Recipient and sent to Lifelines within 2 (two) weeks after destruction. Lifelines may give specific instructions as to the return of Source Material.



4. In the event that a Party breaches or is in default of its obligations under this Agreement, the non-breaching or non-defaulting Party shall give written notice of the breach and grant the breaching or defaulting Party 30 days from the date of receipt of the notice to remedy the breach or default. If the breaching or defaulting Party fails to remedy the breach or default within such time period, the non-breaching or non-defaulting Party shall have the right to terminate this Agreement upon written notice to the breaching or defaulting Party.
5. Either Party shall be entitled forthwith to terminate this Agreement by written notice to the other if:
  - an encumbrance takes possession or a receiver is appointed over any of the property or assets of that other Party;
  - that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order that other Party goes into liquidation (except for the purpose of an amalgamation, reconstruction or other reorganisation and in such manner that the entity resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other under this Agreement);
  - or that other Party ceases, or threatens to cease, to carry on research or business.
6. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
7. The rights to terminate this Agreement given by this section shall not prejudice any other right or remedy of either Party in respect of the breach concerned (in any) or any other breach. Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations that have accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.
8. Upon any expiration or termination of this Agreement, the Recipient shall:
  - immediately cease and refrain from using the Source Data and/or Material;
  - promptly submit all data and analyses (Results) derived from the Source Data and/or Material as provided in the Research proposal; and
  - promptly return all used and unused Source Material.
9. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, negotiations or representations between the Parties with respect to the subject matter hereof, whether written or oral. This Agreement may be modified only by a subsequent written agreement signed by the Parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue unaffected.
10. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall be not be unreasonably withheld or delayed.
11. If either Party is affected by failure or delay due to natural disasters, war, acts of terrorism or any other cause beyond the reasonable control of a Party (“Force Majeure”), it shall promptly notify the other Party in writing within 48 hours of the affected Party first having notice of the event and such notice shall as far as practicable state the nature and the circumstances in question. Notwithstanding any other provision of this Agreement, neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Agreement, the delay or non-performance is due to any Force Majeure of which it has notified the other Party.

#### **Applicable Law and jurisdiction**

1. This Agreement will be governed and interpreted in accordance with the laws of the Netherlands. Any disputes arising out or in connection with this Agreement shall be referred to

arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut; NAI). The arbitral tribunal shall be composed of one arbitrator and shall make its decision in accordance with the rules of law (regelen des rechts). The place of arbitration shall be Groningen, the Netherlands. The arbitral proceeding shall be conducted in Dutch. Arbitration will not prevent Lifelines from seeking provisional measures by any competent court or through the NAI against any threatened breach of this Agreement or the continuation of such breach, without the necessity of proving actual damages.

**Other provisions**

1. Recipient shall not assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any third Party (including affiliates or successors) without the consent of the other Party.
2. This Agreement can only be amended, supplemented or changed in writing by means of a document to be undersigned by both of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

**Lifelines**

\_\_\_\_\_

Date:

Name: Dhr. L.J. Souman

Title: Director

**Legal representative**

\_\_\_\_\_

Date:

Name:

Title:

**Principal Investigator**

\_\_\_\_\_

Date:

Name:

Title:

**Opmerking [JNvB3]:** Als de aanvrager een UMCG onderzoeker is, vul hier dan **Head of Department** in.

Annex A: Research proposal with description of requested data and/or material and a list of Research Group members and sub licensors.

Annex B: Offer related to the research proposal in Annex A.

Annex C: Proposal for sublicense