UNIVERSITY OF ALBERTA

ATAGC

CLINICAL SAMPLE AND DATA AQCUISITION AGREEMENT ("Agreement")

This Agreement dated effective on the date of publishing in the Czech Contract Register (the "Effective Date") between Alberta Transplant Applied Genomics Centre, 250 Heritage Medical Research Centre, University of Alberta, Edmonton, AB, T6G 2S2, Canada, GST number 10810 2831, represented by Prof. [redacted] ("Recipient") and the MOTOL UNIVERSITY HOSPITAL (Fakultní nemocnice v Motole), state contributory organization (státní příspěvková organizace), V Úvalu 84, 150 06 Prague 5, Czech Republic ID: 00064203, VAT number: CZ 00064203, Represented by [redacted] the power of attorney with its Principal Investigator, [redacted] Provider") is to serve as the basis for the collaboration and material transfer between the parties. The Provider will provide lung biopsy, and all related clinical and pathology data ("Material") to the Recipient, as outlined below.

A. **Scope of work for the collaboration**. The scope of work for the collaboration is described in Appendix "A" to this Agreement. The Provider will conduct the collaborative work in a competent, thorough, timely and diligent manner in accordance with Czech law.

B. **Funding and Compensation**: The collaborative work is partially supported by the Recipient, and its academic and research partners. Financial responsibilities are outlined in Appendix B.

C. **Period of Performance**: The term of this Agreement and the collaboration contemplated thereby will start on [redacted] Samples will be collected for a [redacted] to [redacted] month period, until a minimum of [redacted] sample biopsies from all participating collaborators have been collected and submitted to the Recipient. The study will then be closed and follow-up period (up to one year from the start date) will ensue.

D. 1. **Confidentiality**: The parties shall keep completely confidential any confidential and proprietary information disclosed by the other party, and information and data generated pursuant to this study. Notwithstanding the foregoing, each party may disclose information that:

(a) is or becomes part of the public domain (other than by disclosure in breach of this Agreement);
(b) was known by the receiving party prior to disclosure pursuant to this Agreement;
(c) is disclosed to the receiving party by a third party who, to the knowledge of the receiving party, is not subject to an obligation of confidentiality;
(d) is required to be disclosed by law; or
(e) is published in accordance with this Agreement.

2. **Contract register:** The Contractual Parties consent to the publication of the Agreement by the Provider in order to fulfill the obligations imposed by applicable and effective legal regulations, in particular by the Act No. 340/2015 Coll. on Registry of Contracts, as amended, and by the guidelines and decisions of the Ministry of Health of the Czech Republic. The Agreement shall not disclose any personal data of natural persons, Confidential Information pursuant to this Agreement, as well as trade secrets, which the Contractual Parties agreed on, pursuant to provisions of § 504 of the Civil Code, which make up details of the study (Appendix A, all amounts in Appendix B, number of sample biopsies, duration of the Study).

Provider shall publish the Agreement in the Register of Contracts and shall inform Actelion about the publication: [redacted]

E. **Publications.** The results of this collaborative work will be published and/or presented in accordance with accepted scholarly standards for publication of biomedical research. Data generated by this study shall be considered confidential, except to the extent included in a publication or presentation. The Recipient shall have exclusive rights for the publishing or presenting of all data and results from this collaborative work. The Provider's researchers will be co-authors on

publications or presentations arising from the data and the Recipient shall designate the lead author and collaborating co-authors for any such publications and/or presentations in accordance with accepted scholarly standards for publication of biomedical research. The other Contractual Party acknowledges that Provider, as a state contributory organization is required to provide information on a third party's request under the Act No. 106/1999 Coll., On Free Access to Information, as amended.

F. **Data Rights.** All Material and any other data and information provided by the Provider and all data and information generated by the Recipient from the Material, data and information provided by the Provider may be incorporated and stored in the Recipient's database, which includes data derived from other third party collaborators ("Database"). The Database and any intellectual property rights in or generated from the Material data or information provided by the Provider will be owned solely by the Recipient. To the extent necessary to comply with the foregoing, the Provider hereby assigns, and shall cause its employees, agents and contractors to assign any and all intellectual property rights in and to the data or Material to the Recipient.

G. **Compliance with Applicable Laws:** The Provider represents and warrants that all Material, and any other data and information it provides to the Recipient will be collected in compliance with all applicable laws and regulations, and has obtained all necessary approvals from its Human Research Ethics Board to collect, use, disclose and distribute the Material, data and information in accordance with this Agreement. The Recipient agrees to use the Material, data and information provided by the Provider in compliance with all applicable laws, regulations and guidelines. The parties will (a) comply with applicable health information and privacy legislation including, without limitation, the *Health Information Act* (Alberta) (the "Act") and General Data protection Regulation (EU); (b) comply with any reasonable conditions and requirements imposed by the Custodian (as defined in the Act) relating to the use, protection, disclosure, return or disposal of any Study subject's individually identifying health information ("Health Information") or relating to safeguards against the identification, direct or indirect, of any Study Subject; (c) use Health Information only for the purpose of conducting the Study; (d) not publish the Health Information in a form that could reasonably enable the identity of any Study subject to be readily ascertained; (e) not make any attempt to contact an individual from whom Material has been collected to obtain additional Health Information unless the individual has provided Custodian with consent regarding the same; and (f) be liable for the actions of its employees, agents, consultants or other persons for whom they are in law responsible respecting the collection, use or disclosure of Health Information and for ensuring compliance with this Article by these persons. In addition, the parties shall ensure that if the identity of any individual is disclosed to it or its employees, agents, or consultants, such information shall not be disclosed to any third parties, except where such disclosure is required by law. This Agreement will be governed by the laws of Czech Republic without regard to its conflict of law principles. The exclusive venue of jurisdiction shall be Czech Republic.

H. **Limitation of liability/Disclaimer:** Neither party will be liable for any direct, consequential or other damage suffered by the other resulting from this Agreement or the use of the Material, or other information or data provided by the Provider, development or use of the Study results, or any invention, technology or product produced in the course of or using the Material. Recipient makes no representations or warranties regarding any merchantability of the Study results, or the fitness of the Study results for any particular purpose.

I. **Indemnification:** Subject to any express provision to the contrary and any limitation of liability contained in this Agreement, each party will defend, indemnify and hold harmless the other party, its directors, officers, employees and agents from any and all claims, demands, actions and cost whatsoever that may arise, directly or indirectly, out of such indemnifying party's breach of this Agreement or that of the indemnifying party's directors, officers, employees or agents.

J. **Termination of Agreement**: This Agreement may be terminated upon mutual agreement of the parties, or upon 30 days written notice given by either party. Upon termination, the parties shall

take all reasonable steps to wind down the collaborative work and to minimize any further costs and expenses. Paragraphs D, F, H and I will survive termination of this agreement.

Agreed and Acknowledged by the parties, made in two counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument)..

Alberta Transplant Applied Genomics Centre

[Provider] 18 -10- 2019

READ AND ACKNOWLEDGED, DATE: