BIOLOGICAL MATERIAL TRANSFER AGREEMENT FOR TARGET ALS MULTICENTER BIOFLUIDS CORE

This Biological Material Transfer Agreement (the "Agreement") is hereby made and effective as of the last date of authorized signature hereto ("Effective Date"), by and between Université de Montréal with a place of business at INSERT ADDRESS("Recipient") on behalf of INSERT RECIPIENT ("Recipient Scientist") and Dignity Health, a California nonprofit public benefit corporation dba St Joseph's Hospital and Medical Center dba Barrow Neurological Institute, whose principal place of business is situated at 350 West Thomas Road, Phoenix, AZ 85013 (hereinafter called "BNI" or "Provider") on behalf of its employee, Dr. Robert Bowser ("Provider Scientist") agree to the following:

1. "Material(s)" means the following biospecimens collected according to 45 CFR Part 46, "Protection of Human Subjects" and de-identified according to 45 CFR § 164.514, as well as any progeny or unmodified derivatives thereof: Material to be defined in attached Exhibit A for Materials.

2. "Modification" shall mean substances created by Recipient, or Recipient's Affiliates or on behalf of Recipient or Recipient's Affiliates, as permitted hereunder Section 5, which contains, incorporates, or is derived from the Material.

3. **THE MATERIAL IS NOT FOR USE OF ANY KIND IN HUMAN SUBJECTS OR FOR ANY DIAGNOSTIC, PROGNOSTIC, OR TREATMENT PURPOSES INVOLVING HUMAN SUBJECTS.**

4. The Material will be used solely for research purposes in the following research project (the "Research Project"): ***Neuromuscular proteins as potential biomarkers in ALS***

5. The Material will only be used by Recipient Scientist, individuals under the Recipient Scientist's direct supervision and any other qualified scientific personnel of Recipient necessary to complete the Research Project, only after Recipient and Recipient Scientist have been informed of and agreed to the provisions and restrictions stated herein. Recipient agrees that the Material and Modifications will not be further distributed or transferred to any other person, institution, or entity without Provider's prior written consent. Notwithstanding the foregoing, Recipient may share the Material without the prior written consent of the Provider solely for the purpose of the Research Project, to (i) Recipient's Affiliates (as hereinafter defined), and (ii) with any service provider or research collaborator engaged under contract in Recipient's Research Project, provided such service provider or collaborator is under an agreement as sufficiently protective of the obligations hereunder. Recipient shall remain liable for the breach of this Agreement by any Affiliate, service provider or collaborator. As used in this Agreement, "Affiliate" of Recipient means any entity (i) in which fifty percent (50%) or more of the voting equity interests are now or hereafter owned or controlled, directly or indirectly, by Recipient, (ii) which now or hereafter owns or controls, directly or indirectly, fifty percent (50%) or more of the voting equity interests of Recipient, or (iii) in which fifty percent (50%) or more of the voting equity interests are now or hereafter owned or controlled, directly or indirectly, by an entity identified in the preceding clause (i) or (ii).

6. Recipient agrees that the Material shall be used for Recipient's research purposes only in accordance with the terms of this Agreement, which shall expressly include drug screening and drug development purposes but shall NOT be used for any "Commercial Purpose", which shall be defined broadly to include, without limitation: (i) the sale, lease, license, or other transfer of the Material(s) or Modifications by Recipient to or on behalf of a third party, (ii) uses of the Material(s) or Modifications by Recipient to perform contract or other sponsored research, screen compound libraries or perform drug development, all on behalf of or for a third party or (iii) the production or manufacture of products for sale and conducting research activities that result in any sale, lease, license, or transfer of the Material(s) or Modifications on behalf of or to a third party.

7. Recipient agrees to use the Material in compliance with all applicable Federal, State, local statutes and regulations, as well as Recipient's internal institutional policies and procedures and Institutional Review Board approval.

8. (a) Provider represents (i) that it has complied, or shall comply, with all applicable law, guidelines and regulations relating to the collection and/or use of the Material to be used in the Research Project and (ii) that it has obtained, or shall obtain, all necessary approvals, consents, and/or authorization required by law for the collection, use and/or transfer of such Material as contemplated by this Agreement. Provider shall provide documentation of such approvals, consents, and authorizations upon Recipient's request.

   (b) Provider shall not distribute to the Recipient any information that identifies or could be used to identify the donor subject and in no event shall Recipient and Recipient Scientist try to identify or contact any donor subject from whom Material was obtained. Provider shall comply with all applicable laws and regulations, as amended from time to time, with respect to the collection, use, storage, and disclosure of any data that identifies or could be used to identify an individual ("Personal Data"), including without

limitation, the General Data Protection Regulation if applicable, and the regulations promulgated thereunder. However, if de-identified information ("Information") is provided that nevertheless could be used to identify a donor at a later time, a Recipient hereby agrees to treat Information as PHI or personally identifiable information, as applicable and subject to all US laws and regulations including the Health Insurance Portability and Accountability Act Privacy and Security Rules or the Privacy Act of 1974, and other applicable laws and regulations related to security or confidentiality of PHI and personally identifiable information.

(c) In no event shall Recipient and Recipient Scientist try to identify or contact any donor, or any living relative of a donor from whom Material was obtained.

(d) Provider represents and covenants that it has the full right, power, and authority to provide the Material to Recipient for Recipient's use for the Research Project.

9. Subject to Provider's rights in Material, Provider's Confidential Information and/or any data provided by Provider, the Recipient shall own all research results generated by Recipient from its authorized use of the Materials pursuant to this Agreement.

10. Subject to Section 18, Recipient has the right to publish its findings and results from the Research Project and any information related to its use of the Material and shall share such publication with Target ALS Foundation upon publication. Publications can be sent to Target ALS Sr. Director of Scientific Programs, Dr. Amy Easton (amy.easton@targetals.org). Recipient agrees, should the use of this Material result in any scientific publications or presentations; (a) when applicable, co-authorship in accord with academic custom is encouraged; and (b) Recipient shall acknowledge that the Material was provided to Recipient by the "Target ALS Multicenter Biofluids Core";

11. Within one (1) year of the receipt of the Material, Recipient shall share an annual written, non-confidential brief description of the usage of the Material with Target ALS through it's Grantee Portal.

12. As between the Parties, each agrees that inventions or discoveries made by Recipient as a result of the use of the Material will be determined in accordance with U.S. patent laws. Ownership shall follow inventorship.

13. The term of this Agreement shall be five (5) years from the Effective Date. At the time of expiration or termination of this Agreement or earlier conclusion of the Research Project, Recipient shall destroy (and certify destruction, upon the written request of Provider) any Material or Confidential Information (defined herein Section 17) as directed by Provider, if applicable. Recipient may retain one (1) archival copy in a secure location for the purpose of evidencing compliance with the terms of this Agreement and any applicable regulatory requirements relating to the subject matter of this Agreement. This Agreement shall immediately be terminated by Provider in the event of a material breach of the terms herein by Recipient. Recipient may terminate this Agreement at any time, effective upon thirty (30) days written notice to Provider.

14. **Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties and/or carry transmissible infectious agents.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

15. Recipient assumes all risk and liability for damages which may arise from Recipient's use, storage or disposal of the Material. Provider is not liable to Recipient or third party for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use, storage or disposal of the Material by Recipient, except to the extent any such loss, claim or demand is as a result of Provider's gross negligence or willful misconduct.

16. This Agreement does not restrict BNI's right to distribute the Material to other commercial or noncommercial entities.

17. "Confidential Information" means any and all confidential and non-public information and data, whether communicated in writing or orally or by any other method, which is disclosed or provided under this Agreement. All information deemed confidential under this Agreement shall be clearly marked "CONFIDENTIAL" by the disclosing party and maintained in confidence by the receiving party for a period of three (3) years from the receiving party's receipt of the Confidential Information. Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the disclosing party and such notice must be provided to the receiving party within thirty (30) days of the oral disclosure.

For the purposes of this Agreement, Confidential Information includes any new invention or technology, intellectual property, scientific data or business data in connection to the Material or Research Project that a party asserts as confidential and proprietary, except for information or data that:

a. have been published or otherwise publicly available at the time of disclosure to the receiving party; were in the possession of or were readily available to the receiving party;

b. have become publicly known, by publication or otherwise, not due to any unauthorized act of the receiving party;

c. the receiving party can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or

d. is properly obtained by receiving party from a third party that has a valid right to disclose such information to receiving party, is not under a confidentiality obligation to the disclosing party, and is not disclosing such information to receiving party on behalf of the disclosing party.

18. This Agreement and all rights and obligations hereunder shall not be assigned without the prior written consent of the other party; provided, however, that with notice, no consent shall be required for any assignment by Recipient of its rights or obligations under this Agreement to its Affiliates or in connection with the sale or transfer of all or substantially all of its assets related to the subject matter of this Agreement, or in the event of its merger or consolidation or change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment not in conformance with this Section shall be void.

19. Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.

20. The parties do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement, and each party is free to pursue relationships and opportunities with others similar to those contemplated by this Agreement. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.

21. This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, concerning such subject matter. This Agreement may be amended only by written agreement duly executed by the parties.

22. This Agreement may be executed in two or more counterparts, and by facsimile, PDF, or electronic transmission, each of which will be deemed to be an original, but all of which together constitute one and the same instrument**.** Persons signing this document agree that, if used, electronic/digital signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

23. Neither party shall use the name of the other or any contraction or derivative thereof or the names(s) of the other party's faculty members, employees, students (as applicable), or Affiliates (as applicable), in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.

24. Each party agrees not to take any action, directly or indirectly, that would violate or cause the other party to violate United States laws and regulations, including, without limitation, regulations and rules regarding sponsored research, trade and import and export controls (the "Export Laws"). In that connection, the Recipient confirms it is each of the following:

a. not a Restricted Party and that no agency of the U.S. Government has denied, suspended, or otherwise abridged the Recipient's export or import privileges. A "Restricted Party" means any company or individual on the Department of Treasury Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or List of Foreign Sanctions Evaders, on the Denied Persons List, the Entity List, or the Unverified List maintained by the U.S. Department of Commerce's Bureau of Industry and Security or on any other list maintained by any governmental agency restricting the export of any items to or other transactions with specific individuals, companies or other entities;

b. not directly or indirectly owned or controlled by or acting on behalf of others whose interests in the Recipient taken in the aggregate make the Recipient subject to U.S. trade sanctions or restrictions;

c. not directly or indirectly owned or controlled by or acting on behalf of a government of or entity located in a country subject to economic sanctions programs that are or may be maintained by the U.S. Government; and

d. not otherwise restricted, embargoed, or prohibited under applicable law from entering into agreements with U.S. entities and individuals.

The Recipient shall not export, re-export or otherwise transfer to any individuals or entities identified in items (a)-(d) above any hardware, software, technology or services provided by (Institution) under this Agreement. The Recipient confirms that it does not intend for the hardware, software, technology or services that (Institution) provides under this Agreement to be used for any purposes prohibited by U.S. export control laws and regulations, including without limitation nuclear, chemical, or biological weapons proliferation, or for military end-uses or military end-users. The provisions of this section will remain in full force and effect during the term of this Agreement, and the Recipient will immediately notify (Institution) of any events or changes that may conflict with the assurances and statements provided hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives below.

PROVIDER: Dignity Health, dba St. Joseph's Hospital and Medical Center, dba Barrow Neurological Institute	RECIPIENT: Université de Montréal
By: _____	By: _____
Name: Thomas C. Bour	Name: RECIPIENT AUTHORIZED SIGNER NAME
Title: Chief Operating Officer - BNI	Title: RECIPIENT AUTHORIZED SIGNER TITLE
Date: _____	Date: _____
Read & Understood by Provider Scientist:	Read & Understood by Recipient Scientist:
By: _____	By: _____
Name: Robert Bowser, Ph.D.	Name: Richard Robitaille
Date: _____	Date: _____

Attached: Exhibit A - Description of Research Project.

Exhibit A – Description of Research Project

Description of Material(s):

Description of Research Project:
Please see attached.

Recipient Scientist's Shipping Address and Telephone:
Attn: Richard Robitaille
Université de Montréal Département de neurosciences Faculté de médecine
C.P. 6128, Succ. Centre-ville
Montréal (Québec) H3C 3J7
TELEPHONE

Please e-mail this agreement and exhibit to:
DHARE@commonspirit.org and Katelyn.Kildoo@commonspirit.org