TRANSFER LETTER

This Transfer Letter is entered between	een ("Participating Institution"), Dr.
	professionally affiliated with Participating Institution
	("Lead Institution"), and Dr.
, a physician profess	sionally affiliated with Lead Institution ("Lead Investigator"),
	e date below ("Transfer Letter Effective Date"). This Transfer
	ta and Biological Samples Transfer Agreement ("Governing
	ution and Participating Institution are party to and which is
	ties agree that terms used in this Transfer Letter not otherwise
defined will have the same meaning a	as set forth in the Governing Agreement.
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The Parties hereby agree as follows	s:
1. <u>Scope</u>	
	a "Transfer Letter" as defined at 1(v) of the Governing
•	Data/Samples for the purposes of the Study, in accordance
	Attachment I to this Transfer Letter, is to be conducted, in
accordance with the terms and con	onditions of the Governing Agreement.
2. Study Details	
2. Study Details	
Study team to complete Pleas	se fill out the information requested in the table below:
Study Title:	se jui out the injornation requested in the those below.
Study Title:	
Participating	
Institution REB	
Number:	
Lead Institution REB	
Number:	

Attachments to this Transfer Letter:

• Attachment I: Protocol

• Attachment II: Financial Terms

3. Financial Terms

Any financial terms, including but not limited to fees for transfer, related to the transfer of the Data/Samples under this Transfer Letter are described in the Financial Terms, attached as Attachment II to this Transfer Letter.

4. Description of Data/Samples to be Transferred

a. Direction of Data/Samples Transfer:

Study team to con	nplete. Please	check ap	plicable box:
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~	ay ream to complete. I ream enten appropriate	
7	The Data/Samples shall be transferred:	
From Participating Institution to Lead Institution.		
From Lead Institution to Participating Institution.		
	From Participating Institution to Lead Institution, and from Lead Institution to	
	Participating Institution.	

b. Type of Data/Samples to be Transferred:

Study team to complete. Please check applicable box:

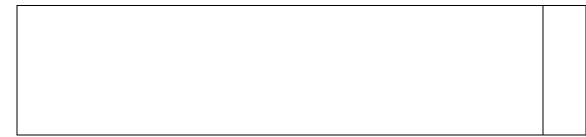
Receiving Party shall not receive any PHI.	
The Parties agree that Receiving Party may receive PHI and that the transfer of	
such PHI has been approved by the applicable REBs.	

Study team to complete. Please include any additional details about the Data/Samples in the box below:

5. Modifications to Governing Agreement

Study team to complete. Please check applicable box:

The Parties agree to the following amendments to the Governing Agreement for the purposes of this Transfer Letter which may include additional terms and conditions:	_	<u> </u>	
· · ·	ļ	The Parties agree to the following amendments to the Governing Agreement for	1
conditions:	ļ	the purposes of this Transfer Letter which may include additional terms and	
	ļ	conditions:	
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6. Term:

The term of this Transfer Letter will commence on the Transfer Letter Effective Date and will continue until the termination of the Study in accordance with the Protocol or termination of this Transfer Letter per Clause 7 below.

7. Binding on Investigators:

The Lead Investigator and Participating Investigator expressly agree to be bound by all terms and conditions of the Governing Agreement. [include if the Lead Investigator or Participating Investigator are a Party to the Transfer Letter. Adapt as needed] Lead Investigator and Participating Investigator agree that he/she has had the opportunity to seek independent legal advice with respect to this Transfer Letter and the Governing Agreement, has either sought such advice or has declined to do so, and is signing this Transfer Letter voluntarily and with a full understanding of its contents and the contents of the Governing Agreement.

8. **Termination:**

The Parties may terminate this Transfer Letter by providing thirty (30) days prior written notice to the other Parties. Termination or completion of this Transfer Letter will not affect the validity of any provisions that are, expressly or by implication, to survive or to take effect after such termination or completion. Termination or completion of this Transfer Letter shall be without prejudice to the accrued rights and liabilities of the Parties under this Transfer Letter or the Governing Agreement.

9. Amendments:

Amendments to the Governing Agreement apply directly to this Transfer Letter. No modification, amendment, or waiver of this Transfer Letter shall be effective unless in writing and signed by a duly authorized representative of each Party, in accordance with Section 12(e) of the Governing Agreement.

10. Counterparts:

The Transfer Letter shall be executed in accordance with the applicable counterpart clauses of the Governing Agreement.

11. LANGUAGES

(If Applicable) In accordance with the Québec's *Charter of the French Language*, *RLRQ. c. C-11*, this Agreement can be written in the English language only. *En conforvité avec les dispositions de la Charte de la langue française*, *RLRQ. c. C-11 du Québec*, *ce contrat peut être rédigé en anglais uniquement*

IN WITNESS WHEREOF, each of the Parties has caused this Transfer Letter to be executed as follows:

Lead Institution	Lead Investigator
By: Name: Title:	By: Dr.
Date:	Date:
I have authority to bind the organization.	
Participating Institution	Participating Investigator
By: Name: Title:	By: Dr.
Date:	Date:
I have authority to bind the organization.	