

TRANSFER LETTER

This Transfer Letter is entered between _____ ("Participating Institution"), Dr. _____, a physician professionally affiliated with Participating Institution ("Participating Investigator"), the _____ ("Lead Institution"), and Dr. _____, a physician professionally affiliated with Lead Institution ("Lead Investigator"), and is effective as of the last signature date below ("Transfer Letter Effective Date"). This Transfer Letter is a part of the Governing Data and Biological Samples Transfer Agreement ("Governing Agreement"), which the Lead Institution and Participating Institution are party to and which is effective on January 1, 2024. The Parties agree that terms used in this Transfer Letter not otherwise defined will have the same meaning as set forth in the Governing Agreement.

The Parties hereby agree as follows:

1. **Scope**

This Transfer Letter constitutes a "Transfer Letter" as defined at 1(v) of the Governing Agreement. The transfer of any Data/Samples for the purposes of the Study, in accordance with the Protocol, attached as Attachment I to this Transfer Letter, is to be conducted, in accordance with the terms and conditions of the Governing Agreement.

2. **Study Details**

Study team to complete. Please fill out the information requested in the table 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 complete. Please check applicable box:

The Data/Samples shall be transferred:		
<input type="checkbox"/>	From Participating Institution to Lead Institution.	
<input type="checkbox"/>	From Lead Institution to Participating Institution.	
<input type="checkbox"/>	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:

<input type="checkbox"/>	Receiving Party shall not receive any PHI.	
<input type="checkbox"/>	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:

Other Details:	
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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:	
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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

By: _____
Name: _____
Title: _____

Date: _____

I have authority to bind the organization.

Participating Institution

By: _____
Name: _____
Title: _____

Date: _____

I have authority to bind the organization.

Lead Investigator

By: _____
Dr. _____

Date: _____

Participating Investigator

By: _____
Dr. _____

Date: _____