SHCS REGISTRY NETWORK AGREEMENT

This SHCS Registry Network Agreement ("**Agreement**") is entered into as of the date of last signature below ("**Effective Date**") by and between

Centre hospitalier universitaire vaudois (CHUV),

Hôpitaux universitaires de Genève (HUG),

Insel Gruppe AG (Insel),

Kantonsspital St.Gallen (KSSG),

Osepedale regionale di Lugano (EOC Lugano),

The University of Zurich (UZH),

Universitätsspital Basel (USB),

Universitätsspital Zürich (USZ),

each of the foregoing a "Party" and collectively referred to herein as "**Parties**."

WHEREAS, the Parties have entered into a Memorandum of Understanding (MoU) dated August 17, 2011 to form and maintain the Swiss HIV Cohort Study (SHCS) and have since collected medical data and blood samples from HIV patients to perform and facilitate a wide range of research Projects.

The SHCS is mainly funded by the SNF and is run by the SHCS Executive Board.

To prosecute on the MoU, the Parties wish to build a network for the operating of the SHCS, the sharing of certain data and to formalize the terms under which the Parties may pursue various research Projects using such shared data;

WHEREAS, in furtherance of the Parties' research and HIV-related missions, the Parties desire to enter into this Agreement to set forth the terms and conditions for the Parties to participate in the SHCS Network ("**Network**") that will collaborate on research related to HIV and share Data (defined below) for this purpose.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as covenants, and the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THE NETWORK

The Parties hereby join the Network to operate the SHCS, manage the funds and define the terms for the access to data and samples ("**Data**") related to the SHCS for research Projects (the "**Purpose**"). The Parties shall share Data with each other for the stated Purpose as more particularly set forth herein. The Parties may add additional participating institutions and private physicians specialised in HIV care to grow the Network in accordance with the terms of this Agreement. The relationship of the Parties under this Agreement is not exclusive, and the Parties retain the right to participate in other networks or data sharing relationships.

2. GOVERNANCE

2.1 In General. The Parties shall implement a governance structure for the SHCS as specified in Schedule "Governance" (Schedule 1 + 1a) composed of:

a) A Full Assembly (**FA**), consisting of all SHCS board and elected members. The tasks of the FA are specified in Schedule 2;

b) An Executive Board (**EB**), consisting of elected positions from the Full assembly,

c) the Scientific Board (**SB**);

d) the Clinics and Laboratories Committee Board (**CLC**);

e) the Mother and Child Board (**MoCHiV**);

f) the Young Researchers' Group (**YRG**); and

g) the other bodies as specified in Schedule 3 or as set up by the Full Assembly.

The functions and tasks of the different bodies are specified in Schedule 3.

2.2 Management of the SHCS.

2.2.1 Finances. The University of Zurich (current Managing Institution) is credited with the money according to expenditures for services provided to the SHCS from SHCS funds (e.g. SNSF grant, and collaborations).

2.2.2 Managing structure.

The Managing Institution will, subject to obtaining appropriate financing and respective resources, provide

infrastructure for managing finances (IT, accounts)

storage and security of SHCS Data; and

the required office space.

and delegates the following tasks to:

a) Coordination Centre (CC).
- management of the finances of the SHCS;
- management of the small nested SHCS projects; and
- internal and external communication.

b) Data Centre (DC).
- responsibility for the SHCS and MoCHiV database;
- update and further development of the technical infrastructure of the SHCS;
- internal and external participation in research projects and collaborations.

In the event that the Managing Institution is no longer to uphold its responsibilities to the SHCS, a new Institution will be nominated by the Full Assembly to take over this role. The decision is taken by the Full Assembly according to the voting rules (Schedule 4).

2.3 Replacement. Each Party shall use reasonable efforts to keep an appropriate level of continuity in representation. Each Party shall nominate a replacement upon advance notice to the other Parties in the event that the original representative is unable to attend any scheduled meeting of a governance body. If a representative can permanently no longer participate, either Party may replace such representative at any time, upon written notice to the other Parties.

2.4 Changes and amendments to the SHCS. Changes and amendments to the SHCS Description may be proposed to the Executive Board by any Party and require a simple majority approval of the Executive Board and the relevant ethics committees to be implemented.

3 FINANCIAL CONDITIONS

3.1 Allocation. Any financial conditions and grants allocated to the SHCS will be distributed by Managing Institution after decisions of the Executive Board to the Parties for their contribution to the SHCS, on a case-by-case basis and as specified in the SHCS Description.

3.2 Costs and Expenses. Except as expressly stated otherwise in the SHCS Description, each Party shall bear its own costs and expenses incurred in relation with this Network Agreement.

4. DATA

4.1 In General. The Parties must process personal data under the Consortium Agreement in compliance with applicable data protection laws. Each Party represents and warrants that any personal data required for use in the Project that are obtained, handled or used by it will be obtained, handled or used in accordance with all relevant laws and regulations (and where applicable, ethical guidelines) regarding their collection, use, storage and subsequent disposal and that any ethics committee approvals and, as the case may be, informed patient consents required for performing the Project will be obtained prior to the commencement of the respective part of the Allocated Work as described in detail in the Project Description.

4.2 Data. Access to, provision and exchange of data, including any metadata, between the Parties under the Project (Data) shall be carried out pursuant to the Data Transfer and Use Agreement (DTUA) substantially in the form as specified in Schedules 5.1 - 5.3. Parties will retain ownership of their own data at all times and for the duration of the project.

4.3 Local Data. Parties will have unhindered access to their own data at all times, and downloadable data copies of the Parties' own data will be ensured within 24 - 48h following request to the Project Coordinator. Parties can use and may share their Data under their custodianship with any third party providing analyses within the Project, if and to the extent required for the Project, provided that (i) the Data are disposed in accordance with all necessary patient consents, regulatory approvals and the purpose of the Project, under terms at least equivalent to those of this Consortium Agreement and the DTUA and (ii) the Executive Board is being notified of any publications arising from the Project pursuant to Section 6.

Core Data. Certain variables required to support the goals of the Project will be extracted in a secure, anonymized manner from all records entered in the Database, to constitute the Core Data Set. The list of core data variables is agreed upon by the Parties and amended as needed.

Scientific Use. Researchers interested in using the Core Data Set for scientific use will need to submit a request to the Scientific Board and will be granted access to the current, fully anonymized scientific dataset pending Board approval by a two-thirds majority.

Data use for other purpose (i.e. data for surveillance, data for quality purposes). This type of data needs to be regulated by separate contracts.

5. INTELLECTUAL PROPERTY

5.1 Ownership of Data. Except for the license granted in Section 7.2, each Party owns all rights, title, and interest in and to the Data provided by or on behalf of it to the other Parties hereunder.

5.2 Background Intellectual Property. It is recognized and understood that the Parties are engaged in proprietary research and development activities. Each Party has rights to its own separate Background IP and may further have materials and technologies that are the subject of various pending patent applications, which are not affected by this Agreement or by any amendment to this Agreement. Each Party maintains all ownership rights, title and interest in and to any of its Background IP. Further, except as otherwise expressly provided herein, this Agreement in no way confers any license under or right to any Party's Background IP.

5.3 Ownership of Intellectual Property. Any inventions or discovery or other intellectual property created solely by one Party (or its employees, personnel, or agents) ("Invention") shall be owned solely by such Party. For the avoidance of doubt, the term Inventions shall not include Background IP. Inventions or other intellectual property jointly created by multiple Parties (or their employees, personnel, or agents) shall be owned jointly by such creating Parties, and such ownership of the jointly created Inventions or other intellectual property shall track inventorship, which shall be determined in accordance with the patent laws of the jurisdiction where the invention was made.

5.4 Invention Disclosure. Each Party agrees to disclose promptly to the other Participating Parties in a Project according to the Project Description, in writing, each and every Invention directly related to the Project. Each Party acknowledges that it shall disclose any Invention related to a Research Project to the other Participating Parties in the Project no later than two (2) months after the Invention was reported in writing to the person(s) responsible for patent matters of the disclosing Party.

5.5 Assignment. Each Party shall ensure that their employees are obligated to assign all right, title, and interest in any Invention to their employers.

5.6 Use of Project Results. Each Participating Party may use the Project Results from a Project received from another Party internally for the stated purpose in accordance with applicable laws and subject to Article 8 of this Agreement.

5.7 With respect to the exploitation of Inventions (e.g. granting of licenses to third parties), the Party exploiting any Invention shall pay to SHSC having contributed to generating the Invention to take into account significant non-inventive contributions (such as providing SHSC Database / Biobank) 25 % on any net revenues received by exploiting Party for the commercialization of the Invention.

6. PUBLICATIONS

6.1 In General. The Parties agree to periodic publication of results arising from extraction and analysis of the Core Data. Publications arising from Scientific Requests and using the Scientific Use File should be communicated to the Scientific Board prior to submission/acceptance to peer-reviewed journals. Parties may analyse and publish from their own Data at any time without permission of the Scientific Board, but should notify the Scientific Board once the publication is available. All scientific publications need to be labelled correctly according to publication rules by the SHCS and the coordination centre needs to be notified after publication.

6.2 Authorships. The number and order of authors involved should reflect the effort and work invested into the publication. The SHCS needs to be mentioned appropriately according to publication rules of the SHCS.

7 DURATION, ENTRY AND EXIT OF PARTIES

7.1 Duration. This Consortium Agreement will enter into force once signed by all Parties and will continue in force until cessation of the Project, subject to termination decided by the Executive Board with a two-thirds majority of the votes cast.

7.2 Joinder. The Executive Board shall be entitled to accept submissions of entities to become party of the consortium formed hereunder. The new entity shall execute this Network Agreement or an adapted version of it by signing the form of Joinder of Party set forth on Schedule 6, attached hereto and incorporated herein by reference. Immediately upon the execution of the Joinder of Party, such third party shall be included within the definition of "Party" under this Agreement and shall be bound by the terms and conditions of this Agreement.

7.3 Exit. Each Party may exit from the Consortium Agreement by giving 90 days advance written notice to the other Parties. The withdrawal of a Party from the Consortium Agreement shall not affect the rights and responsibilities of the other Parties.

7.4 Eviction. In the event of a material breach of the Consortium Agreement or of other agreements for the implementation of the Project, such as the DTUA, by a Party, the Executive Board shall give written notice to the breaching Party to allow the latter to remedy the breach within thirty (30) days. If the breach has not been rectified within said period, the other Parties may terminate the breaching Party's participation [through a decision of the Executive Board requiring at least two-thirds of the votes cast in which the representative of the breaching Party shall not

participate], in which case the breaching Party's participation and all rights granted to the breaching Party according to this Consortium Agreement will cease immediately.

7.5 Effects of termination or expiry. Upon termination or expiry of this Consortium Agreement (respectively in case of an exit or eviction of a Party, for that Party only), all Confidential Information, Data, if any, shall immediately be returned or deleted, as per request of the providing or disclosing Party. Expiration or termination of this Consortium Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. Provisions which by their nature are intended to survive expiration or termination of the Consortium Agreement, shall survive.

8 WARRANTIES AND INDEMNIFICATION

8.1 In General. The Parties make no warranties, neither express nor implied, regarding the Results, including but not limited to warranties of originality, accuracy, non-infringement of third party rights, merchantability, completeness or fitness for a particular purpose. There is no duty to conduct searches with regard to registered intellectual property rights.

8.2 No liability. The Parties shall in no event be considered as jointly and severally liable for any debt incurred in connection with the implementation of this Agreement or, more generally, the realisation of the Projects. Rights over the Project, whether as to its content or its technical platform, are strictly governed by this Agreement or other specific agreements entered into with third parties.

9 MISCELLANEOUS

9.1 Assignment. Neither Party may transfer this Agreement, or assign in whole or in part its rights or obligations under this Agreement, without the prior written consent of the other Parties. Any transfer or assignment made without such consent shall be null.

9.2 Amendment. The Agreement (including this Clause) may be amended only by (i) a written amendment duly signed by the Parties or (ii) a resolution of the Executive Board in accordance with Section.

9.3 Governing Law and Jurisdiction. This Agreement and the respective rights and obligations of the Parties shall be governed by Swiss law. Disputes in relation to this Agreement shall be submitted to the jurisdiction of the competent courts of Zurich, Switzerland, subject to the right to appeal to the Swiss Federal Tribunal.

[signatures on the following pages]

CENTRE HOSPITALIER UNIVERSITAIRE VAUDOIS (CHUV)

General Director
Prof. Dr. med. Nicolas Demartines

04.10.2023
date

signature

Head of SHCS centre Lausanne
Prof. Dr. med. Matthias Cavassini

05.10.2023
date

signature

HOPITAUX UNIVERSITAIRES DE GENEVE (HUG)

Clinical Director
Prof. Dr. med. Laurent Kaiser

16.7.23 _____ _____
date signature

Head of SHCS centre Geneva
Prof. Dr. med. Alexandra Calmy

20.07.2023 _____ _____
date signature

INSEL GRUPPE AG (Insel)

Hospital Director Teaching and Research
Prof. Dr. med. Thomas Geiser

Bern, 18.7.23
date

signature

Clinical Director and Head of SHCS centre Bern
Prof. Dr. med. Hansjakob Furrer

Bern 18.7.23
date

signature

Prof. Dr. med. Hansjakob Furrer
Klinikdirektor und Chefarzt
Universitätsklinik für Infektiologie
Inselspital
CH-3010 Bern

KANTONSSPITAL ST.GALLEN (KSSG)

CEO and Head of Management
Stefan Lichtensteiger EMBA HSG

6.8.23
date

signature

Deputy Head of Management
Prof. Dr. Simon Wildermuth

7.8.2023
date

signature

Head Department of Infectious Diseases and Hospital Epidemiology
Prof. Dr. Stefan Kuster

14/07/23
date

signature

Head of SHCS centre St. Gallen
Dr. med. Patrick Schmid

13/07/2023
date

signature

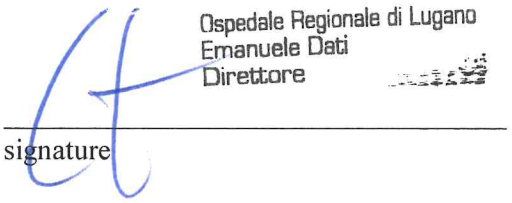
OSPEDALE REGIONALE DI LUGANO (EOC Lugano)

Hospital Director

Emanuele Dati

27.7.23

date



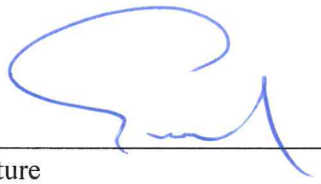
signature

Clinical Director and Head of SHCS centre Lugano

Prof. Dr. med. Enos Bernasconi

15/05/2023

date



signature

THE UNIVERSITY OF ZURICH

Vice President Medicine Zurich
Prof. Dr. med. Beatrice Beck Schimmer

29.8.2023
date

signature

President of the SHCS
Prof. Dr. med. Huldrych Günthard

Zürich, 14th July 2023
date

signature

UNIVERSITÄTSSPITAL BASEL (USB)

Co-Leiterin Departement klinische Forschung
Prof. Dr. med. Niklaus Labhardt

31/11/2023
date

signature

Head Division of Hospital Epidemiology and
Deputy Head Division of Infectious Diseases & Hospital Epidemiology
Prof. Dr. med. Sarah Tschudin Sutter

1.11.23
date

signature

Head of SHCS centre Basel
Dr. med. Marcel Stöckle

01. NOV. 2023
date

Universitätsspital Basel
Infektiologie & Spitalhygiene
Dr. Marcel Stöckle
Kaderarzt
Petersgraben 4, CH-4031 Basel

signature

UNIVERSITÄTSSPITAL ZÜRICH (USZ)

Clinical Director

Prof. Dr. Dr. med. Annelies Zinkernagel

Zürich, 14.7.2023

date

signature

Head of SHCS centre Zürich

PD Dr. med. Dominique Braun

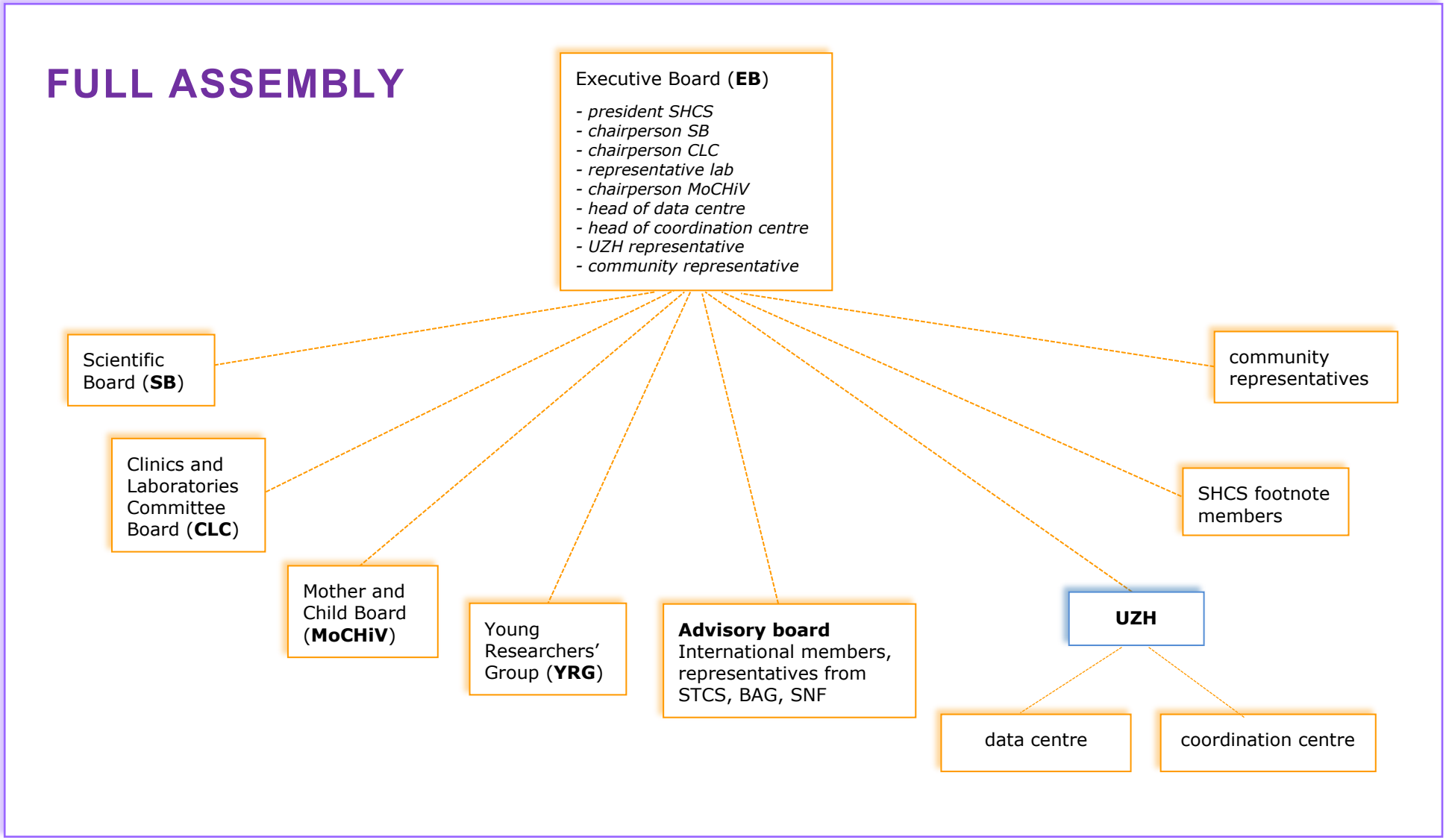
July 17th

date

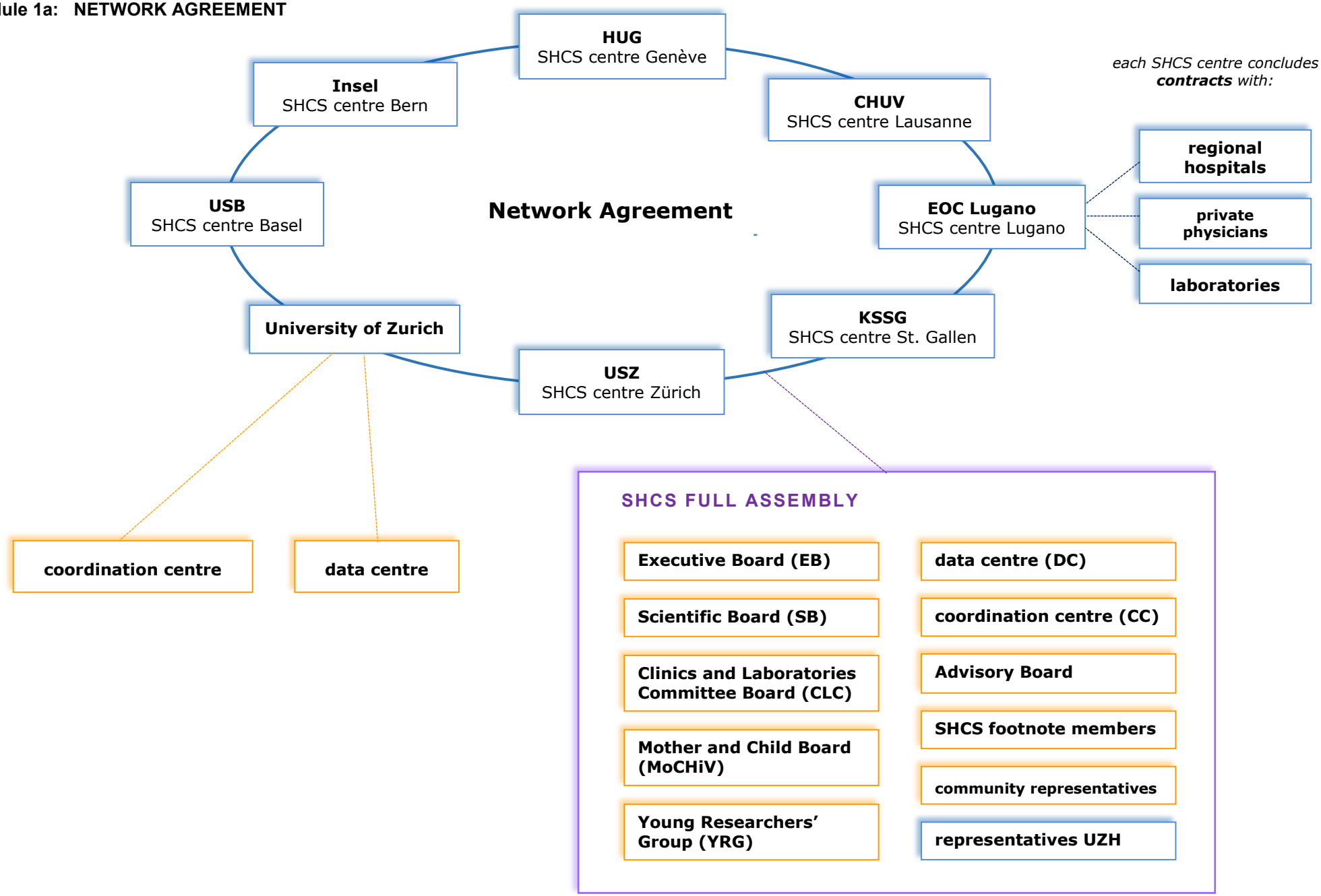
signature

UniversitätsSpital Zürich
PD Dr. med. Dominique Braun
Klinik für Infektionskrankheiten & Spitalhygiene
Rämistrasse 100
CH-8091 Zürich

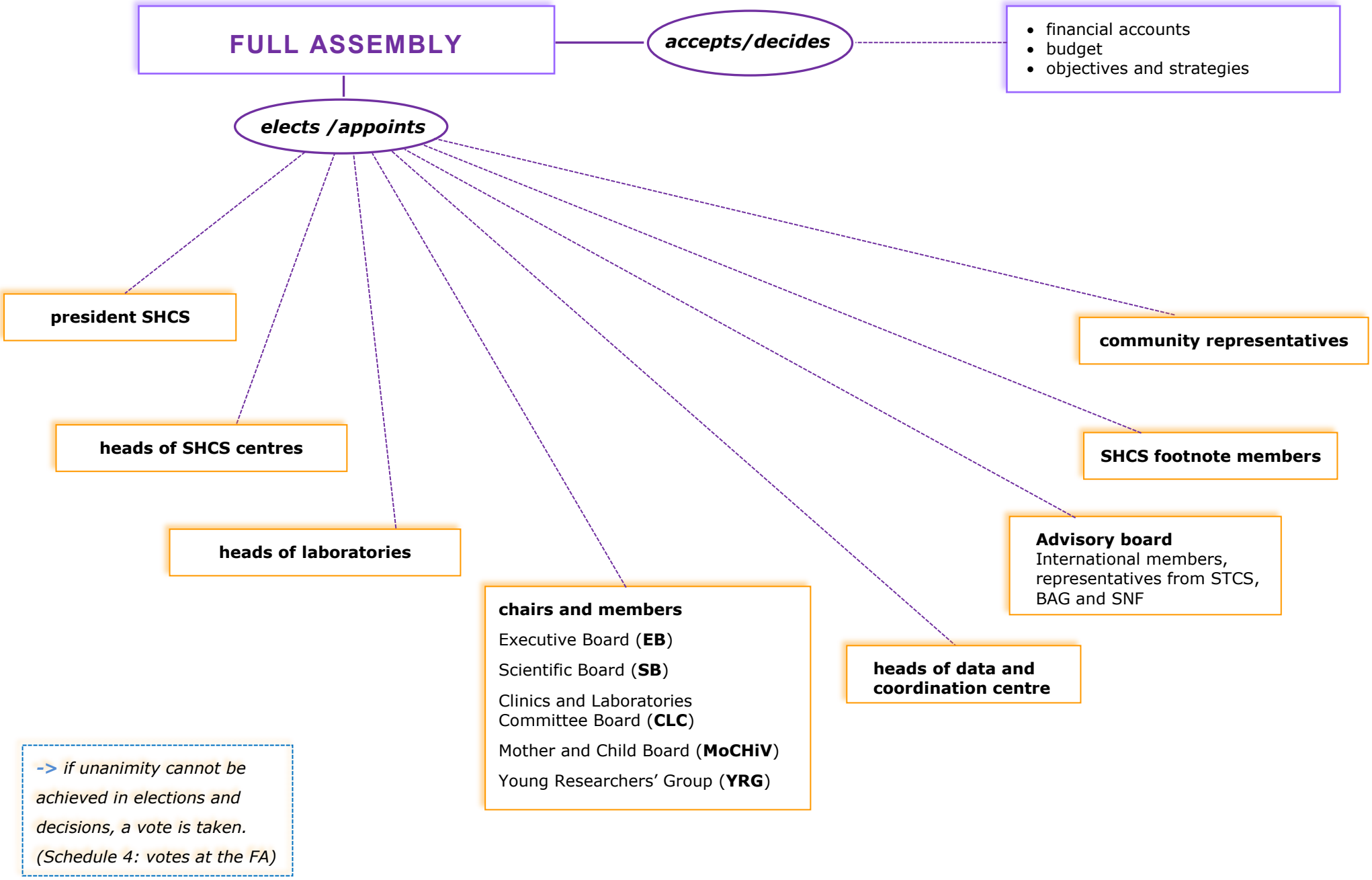
schedule 1: GOVERNANCE



schedule 1a: NETWORK AGREEMENT



schedule 2: COMPETENCES AND TASKS OF THE FA



FUNCTIONS AND TASKS OF THE DIFFERENT BODIES

Executive Board (EB)

- supreme decision-making body of the SHCS

Scientific Board (SB)

- makes decisions regarding SHCS projects and collaborations

Clinics and Laboratories Committee Board (CLC)

- decides on the content of the questionnaires,
- the inclusion of laboratory data in the database, and
- the sampling for the biobank

Mother and Child Board (MoCHiV)

- leads the mother and child cohort within the SHCS

Young Researchers' Group (YRG)

- they network and conduct research in the SHCS

Advisory Board
International members, STCS, BAG, SNF

- provide critical thinking,
- current knowledge, and
- analysis

to increase the performance of the SHCS

community representatives

- represent the interests of people with HIV (PWH) within the SHCS and its research projects

SHCS footnote members

- individuals with long-term research engagement within the SHCS

president SHCS

- represents the SHCS externally (SNF, FOPH, industry …) and generates new financial resources for the SHCS
- is the principle investigator of the SHCS
- chairs the full assembly and is a member of the SB and CLC

heads of SHCS centres

- run the SHCS centres
- conclude contracts with regional hospitals, private doctors and laboratories
- provide PWH data to the data centre and compensate associated regional hospitals and private physicians

data centre

- is responsible for the database of SHCS and MoCHiV
- updates and further develops the technical infrastructure of the SHCS
- participates internally and externally in research projects and collaborations

coordination centre

- is responsible for the finances of the SHCS
- manages the SHCS *small nested projects*
- is responsible for internal and external communication (including website)

University of Zurich
(*current managing institution*)

- is credited with the money for the SHCS
- is hosting the data and coordination centre
- provides resources for the SHCS to run the data centre and coordination centre

schedule 4: votes

REPARTITION OF THE VOTES

FULL ASSEMBLY

who	***how many votes***	***total***
president	1	1
heads of SHCS centres	≤ 10%*= 1 vote (LU, SG) > 10% = 2 votes (BS, BE, GE, LS, ZH)	12
laboratories	1 per centre	7
MoCHiV	1 per centre	7
head of data centre	1	1
head of coordination centre	1	1
community representatives	2	2
UZH	1	1
total votes		**32**

** percentage of SHCS activites*

Voting roules

-> *The simple majority applies.*

-> *The president has the casting vote.*

BOARDS

In all boards, any board member present in person or virtually has a voice.

Voting roules

-> *The president, if present, otherwise the chair, have the casting vote.*

SWISS HIV COHORT STUDY

DATA TRANSFER AGREEMENT

Swiss HIV Cohort Study (SHCS), having its place at **University Hospital Zürich, Division of Infectious Diseases and Hospital Epidemiology, Rämistrasse 100, 8091 Zürich, Switzerland** ("provider") is willing to provide _____ ("INVESTIGATOR") and _____**, University of** _____ having its place at _____ ("INSTITUTION")**,** (collectively "RECIPIENT"), certain Materials subject to the following terms and conditions:

1. "Materials" of PROVIDER shall mean specifically: data provided to RECIPIENT by PROVIDER. "Modifications" shall mean cross-bred progeny created by RECIPIENT, which contain or incorporate the Materials.

2. The Materials shall remain the sole property of PROVIDER. The Materials shall not be transferred by RECIPIENT to anyone other than employees or students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other persons within the INSTITUTION or elsewhere. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of PROVIDER. Modifications shall be owned by RECIPIENT, except that, PROVIDER retains ownership rights to the Materials included therein.

3. RECIPIENT shall use the Materials solely for research purposes as specified below. Furthermore, RECIPIENT shall not use the Materials in any manner for commercial purpose. The Materials will be used only as described in the attached research protocol ("Research").

4. Any information relating to the Materials disclosed by PROVIDER to RECIPIENT shall remain the property of PROVIDER, shall be retained in confidence by RECIPIENT, and shall not be disclosed by RECIPIENT to anyone other than employees of INSTITUTION working under immediate control and supervision of INVESTIGATOR, or other employees of the INSTITUTION having a need to know such information.

5. RECIPIENT'S obligations of non-disclosure and restricted use of information shall become effective on the date of disclosure and shall apply to all information received from PROVIDER relating to the Materials, provided that such obligations of non-disclosure and restricted use of information shall not extend to information disclosed to RECIPIENT by PROVIDER which: a) is or becomes part of the public domain, though no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from PROVIDER under an obligation of confidentiality; c) RECIPIENT received from a third party not under an obligation of confidentiality with respect to such information; d) is approved for public release by written authorization of PROVIDER; e) is required to be disclosed by law or court order or f) was independently developed by RECIPIENT.

6. In case RECIPIENT is located out of Switzerland and/or in case the Materials and information relating to the Materials must be transferred out of said country, RECIPIENT undertakes and warrants that it will comply with any and all provisions of the applicable Cantonal and Swiss Federal Data Protection Laws.

7. RECIPIENT shall, in accordance with its established practice, keep complete and accurate accounts, notes, data and records of the Research. Upon completion of proposed Research, RECIPIENT shall disclose to PROVIDER any and all information, inventions, data and results obtained from conducting the Research or relating the use of the Materials (hereinafter "Results") which disclosure shall include without limitation, copies of relevant summaries and reports. PROVIDER shall keep confidential all such information, inventions, data and results provided by RECIPIENT to the same extent as for RECIPIENT under clause 5 above, but for a period of five (5) years as from disclosure.

8. In the case RECIPIENT would like to publish results of the investigations done under the present Agreement and related to the Materials, it shall inform the PROVIDER. Authorship shall be determined according to the international scientific standards. In all cases, RECIPIENT will acknowledge PROVIDER as source of the Materials and Swiss National Science Foundation as funding agency in any publication relating to the Materials.

9. RECIPIENT agrees that nothing herein shall create or imply a license to RECIPIENT of any intellectual property rights herein, nor create or imply any obligation to enter into any other agreement.

10. The Materials are provided by PROVIDER "AS IS". PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. PROVIDER DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

11. RECIPIENT agrees to defend, indemnify and hold PROVIDER and its directors, trustees, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Materials except to the extent of wilful misconduct on the part of PROVIDER.

12. In consideration of PROVIDER providing the Materials, RECIPIENT hereby grants to PROVIDER and its members (Universitätsspital Basel, Universität Basel, Insel Gruppe AG Bern, Universität Bern, Hôpitaux Universitaires de Genève, Centre Hospitalier Universitaire Vaudois, Kantonsspital St Gallen, Zentrum für Labormedizin St Gallen, Ospedale regionale di Lugano, Istituto Cantonale di Microbiologia, Ticino, University of Zurich and Universitätsspital Zürich) a non-exclusive, paid-up license for research purposes only to each discovery, whether patentable or not, made as a result of RECIPIENT'S research using the Materials ("Invention"). RECIPIENT shall promptly notify PROVIDER in writing of the substance of each such Invention and the filing of any patent application thereon. RECIPIENT shall not license or otherwise make any commercial use of any Invention in the absence of an agreement to be negotiated in good faith by the Parties hereto, providing for, inter alia, the sharing of royalty income.

13. Upon the conclusion of the research to be performed using the Materials, or in case of termination of this Agreement by PROVIDER, which may be given by certified mail to RECIPIENT upon thirty (30) days written notice, RECIPIENT agrees to discontinue use of the Materials. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This agreement may not be modified except by a written instrument signed by all parties.

14. Nothing whatever in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name and logo of PROVIDER or its members or any of its/their marks or name of employees.

15. This Agreement shall be governed by the laws of Switzerland. Any claim or controversy arising out of or related to this Agreement shall be submitted to the ordinary courts in Zürich, Switzerland. RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of PROVIDER.
16.

PROVIDER:

_____
SHCS responsible investigator

date: _____

_____
Prof. Huldrych Günthard
President of the SHCS

date: _____

RECIPIENT:

_____
INVESTIGATOR

date: _____

_____
for and on behalf of the INSTITUTION

date: _____

SWISS HIV COHORT STUDY

MATERIAL & DATA TRANSFER AGREEMENT

Swiss HIV Cohort Study (SHCS), having its place at **University Hospital Zürich, Division of Infectious Diseases and Hospital Epidemiology, Rämistrasse 100, 8091 Zürich, Switzerland** ("provider") is willing to provide _____ ("INVESTIGATOR") and _____**, University of** _____ having its place at _____ ("INSTITUTION")**,** (collectively "RECIPIENT"), certain Materials subject to the following terms and conditions:

1. "Materials" of PROVIDER shall mean specifically: blood samples **(specify the type of samples)** and any derivatives thereof, all information relating to Materials provided to RECIPIENT by PROVIDER and/or data. "Modifications" shall mean cross-bred progeny and other substances created by RECIPIENT, which contain or incorporate the Materials.

2. The Materials shall remain the sole property of PROVIDER. The Materials shall not be transferred by RECIPIENT to anyone other than employees or students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other persons within the INSTITUTION or elsewhere. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of PROVIDER. Modifications shall be owned by RECIPIENT, except that, PROVIDER retains ownership rights to the Materials included therein.

3. RECIPIENT shall use the Materials solely for research purposes as specified below. Furthermore, RECIPIENT shall not use the Materials in any manner for commercial purpose. The Materials will be used only as described in the attached research protocol ("Research").

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5. RECIPIENT'S obligations of non-disclosure and restricted use of information shall become effective on the date of disclosure and shall apply to all information received from PROVIDER relating to the Materials, provided that such obligations of non-disclosure and restricted use of information shall not extend to information disclosed to RECIPIENT by PROVIDER which: a) is or becomes part of the public domain, though no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from PROVIDER under an obligation of confidentiality; c) RECIPIENT received from a third party not under an obligation of confidentiality with respect to such information; d) is approved for public release by written authorization of PROVIDER; e) is required to be disclosed by law or court order or f) was independently developed by RECIPIENT.

6. In case RECIPIENT is located out of Switzerland and/or in case the Materials and information relating to the Materials must be transferred out of said country, RECIPIENT undertakes and warrants that it will comply with any and all provisions of the applicable Cantonal and Swiss Federal Data Protection Laws.

7. RECIPIENT shall, in accordance with its established practice, keep complete and accurate accounts, notes, data and records of the Research. Upon completion of proposed Research, RECIPIENT shall disclose to PROVIDER any and all information, inventions, data and results obtained from conducting the Research or relating the use of the Materials (hereinafter "Results") which disclosure shall include without limitation, copies of relevant summaries and reports. PROVIDER shall keep confidential all such information, inventions, data and results

provided by RECIPIENT to the same extent as for RECIPIENT under clause 5 above, but for a period of five (5) years as from disclosure.

8. In the case RECIPIENT would like to publish results of the investigations done under the present Agreement and related to the Materials, it shall inform the PROVIDER. Authorship shall be determined according to the international scientific standards. In all cases, RECIPIENT will acknowledge PROVIDER as source of the Materials and Swiss National Science Foundation as funding agency in any publication relating to the Materials.

9. RECIPIENT agrees that nothing herein shall create or imply a license to RECIPIENT of any intellectual property rights herein, nor create or imply any obligation to enter into any other agreement.

10. The Materials provided to RECIPIENT may have biological properties that are unpredictable and unknown at time of transfer, and are to be used in safe manner and in accordance with all applicable governmental rules and regulations. The Materials shall not be used in any study involving human subjects. They are provided by PROVIDER "AS IS". PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. PROVIDER DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

11. RECIPIENT agrees to defend, indemnify and hold PROVIDER and its directors, trustees, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of RECIPIENT'S use of the Materials except to the extent of wilful misconduct on the part of PROVIDER.

12. In consideration of PROVIDER providing the Materials, RECIPIENT hereby grants to PROVIDER and its members (Universitätsspital Basel, Universität Basel, Insel Gruppe AG Bern, Universität Bern, Hôpitaux Universitaires de Genève, Centre Hospitalier Universitaire Vaudois, Kantonsspital St Gallen, Zentrum für Labormedizin St Gallen, Ospedale regionale di Lugano, Istituto Cantonale di Microbiologia, Ticino, University of Zurich and Universitätsspital Zürich) a non-exclusive, paid-up license for research purposes only to each discovery, whether patentable or not, made as a result of RECIPIENT'S research using the Materials ("Invention"). RECIPIENT shall promptly notify PROVIDER in writing of the substance of each such Invention and the filing of any patent application thereon. RECIPIENT shall not license or otherwise make any commercial use of any Invention in the absence of an agreement to be negotiated in good faith by the Parties hereto, providing for, inter alia, the sharing of royalty income.

13. Upon the conclusion of the research to be performed using the Materials, or in case of termination of this Agreement by PROVIDER, which may be given by certified mail to RECIPIENT upon thirty (30) days written notice, RECIPIENT agrees to discontinue use of the Materials and will arrange for the return to PROVIDER for the lawful disposal of all unused Material, as elected by PROVIDER. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This agreement may not be modified except by a written instrument signed by all parties. Parties are aware that should the donor of any Materials, excluding information and data, decide to withdraw his/her consent, PROVIDER shall inform RECIPIENT about such withdrawal and the relevant Materials must immediately be returned to PROVIDER or destroyed by RECIPIENT, as instructed by PROVIDER. In case PROVIDER instructs RECIPIENT to destroy Materials, RECIPIENT shall send a written notification to PROVIDER that the relevant Materials has been destroyed

14. Nothing whatever in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name and logo of PROVIDER or its members or any of its/their marks or name of employees.

15. This Agreement shall be governed by the laws of Switzerland. Any claim or controversy arising out of or related to this Agreement shall be submitted to the ordinary courts in Zürich, Switzerland. RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of PROVIDER.

PROVIDER:

_____
SHCS responsible investigator

date: _____

RECIPIENT:

_____
INVESTIGATOR

date: _____

_____
Prof. Huldrych Günthard
President of the SHCS

date: _____

_____
for and on behalf of the INSTITUTION

date: _____

SWISS HIV COHORT STUDY

MATERIAL & DATA TRANSFER AGREEMENT

Swiss HIV Cohort Study (SHCS), having its place at **University Hospital Zürich, Division of Infectious Diseases and Hospital Epidemiology, Rämistrasse 100, 8091 Zürich, Switzerland** ("provider") is willing to provide _____ ("INVESTIGATOR") and _____**, University of** _____ having its place at _____ ("INSTITUTION")**,** (collectively "RECIPIENT"), certain Materials subject to the following terms and conditions:

1. "Materials" of PROVIDER shall mean specifically: data provided to RECIPIENT by PROVIDER. "Modifications" shall mean cross-bred progeny created by RECIPIENT, which contain or incorporate the Materials.

2. The Materials shall remain the sole property of PROVIDER. The Materials shall not be transferred by RECIPIENT to anyone other than employees or students working under immediate control and supervision of INVESTIGATOR, and shall not be made available to any other persons within the INSTITUTION or elsewhere. The Materials may not be transferred or taken by RECIPIENT to another institution or company without the prior written consent of PROVIDER. Modifications shall be owned by RECIPIENT, except that, PROVIDER retains ownership rights to the Materials included therein.

3. RECIPIENT shall use the Materials solely for research purposes as specified below. Furthermore, RECIPIENT shall not use the Materials in any manner for commercial purpose. The Materials will be used only as described in the attached research protocol ("Research").

4. Any information relating to the Materials disclosed by PROVIDER to RECIPIENT shall remain the property of PROVIDER, shall be retained in confidence by RECIPIENT, and shall not be disclosed by RECIPIENT to anyone other than employees of INSTITUTION working under immediate control and supervision of INVESTIGATOR, or other employees of the INSTITUTION having a need to know such information.

5. RECIPIENT'S obligations of non-disclosure and restricted use of information shall become effective on the date of disclosure and shall apply to all information received from PROVIDER relating to the Materials, provided that such obligations of non-disclosure and restricted use of information shall not extend to information disclosed to RECIPIENT by PROVIDER which: a) is or becomes part of the public domain, though no action by RECIPIENT; b) was in the possession of RECIPIENT at the time of disclosure and was not acquired from PROVIDER under an obligation of confidentiality; c) RECIPIENT received from a third party not under an obligation of confidentiality with respect to such information; d) is approved for public release by written authorization of PROVIDER; e) is required to be disclosed by law or court order or f) was independently developed by RECIPIENT.

6. In case RECIPIENT is located out of Switzerland and/or in case the Materials and information relating to the Materials must be transferred out of said country, RECIPIENT certifies that it will use the MATERIALS in compliance with all registration rules, regulations, guidelines and ethical requirements, as well as any restrictions set forth by Institutional Review Board, applicable to the research under the RESEARCH and handling and protection other information in the MATERIALS.

7. RECIPIENT shall, in accordance with its established practice, keep complete and accurate accounts, notes, data and records of the Research. Upon completion of proposed Research, RECIPIENT shall disclose to PROVIDER any and all information, inventions, data and results obtained from conducting the Research or relating the use of the Materials (hereinafter "Results") which disclosure shall include without limitation, copies of relevant summaries and

reports. PROVIDER shall keep confidential all such information, inventions, data and results provided by RECIPIENT to the same extent as for RECIPIENT under clause 5 above, but for a period of five (5) years as from disclosure.

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14. Nothing whatever in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name and logo of PROVIDER or its members or any of its/their marks or name of employees.

15. RECIPIENT shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of PROVIDER.

PROVIDER:

_____
SHCS responsible investigator

date: _____

_____
Prof. Huldrych Günthard
President of the SHCS

date: _____

RECIPIENT:

_____
INVESTIGATOR

date: _____

_____
for and on behalf of the INSTITUTION

date: _____

Schedule 6 - JOINDER OF PARTY TO THE NETWORK –

Effective as of the _____ day of _____, 20__ (the "Joinder Effective Date"), the (the "Joining Party") agrees to this agreement (the "Joinder Party Agreement") as follows:
1. Joining Party hereby becomes a "Party" under that SHCS Network Agreement (the "Agreement") by and between _____ dated as of _____, 20__.

2. As of the Joinder Effective Date, the Joining Party hereby agrees to be bound by and makes all of the covenants, representations, warranties, terms, conditions, and other provisions of the Agreement.

3. The Joining Party has been delivered a copy of the Agreement, including all amendments to the date hereof.

4. The Joining Party hereby authorizes the use of the address set forth after Joining Party's signature below for all purposes permitted by Article 14 (Communication and Notices) of the Agreement.

5. Each Party represents that the person signing this Joinder of a Party Agreement on behalf of such Party has the authority to enter into this Joinder Party Agreement and the Agreement on behalf of such Joining Party.

IN WITNESS WHEREOF, the Joining Party has caused this Joinder of Party to be executed by its duly authorized representative to be effective on the Joinder Effective Date.

Accepted and Agreed: **Joining Party:**
By:
_____
Print Name:
Print Title:
Address: