

BIOLOGICAL MATERIAL TRANSFER AGREEMENT

For Transfer of Biological Materials Pertaining to the
Yanomami indigenous people of Brazil

This Biological Material Transfer Agreement (MTA) between **National Cancer Institute** (hereinafter "Provider") and **Ministério Público Federal** (Federal Prosecution Service), represented by the Office of the Prosecutor General (hereinafter referred to as "Recipient") is entered into for the purpose of repatriating blood specimens in Provider's possession (hereinafter "Samples") obtained from individuals of the Yanomami indigenous people of Brazil (ianomâmi).

WHEREAS representatives of the Yanomami indigenous people of Brazil have requested that U.S. institutions holding blood specimens repatriate them to the Yanomami, and

WHEREAS the Federal Prosecution Service, on behalf of the Yanomami indigenous people of Brazil, has requested repatriation of blood specimens from U.S. institutions, and

WHEREAS the Samples—originally collected from the Yanomami indigenous people by Dr. James Neel, a geneticist at the University of Michigan—came into the possession of the Provider upon Dr. Neel's retirement twenty years after they were collected, and

WHEREAS Provider and the Federal Prosecution Service are sensitive to the cultural traditions of the Yanomami, and

WHEREAS Provider is dedicated to the fulfillment of current best practices in human research protections, and

WHEREAS the Federal Prosecution Service desires to effectuate the will of the Yanomami indigenous people of Brazil,

TAKING INTO CONSIDERATION that it is an institutional role of the Brazilian Federal Prosecution Service advocating the rights and interests of indigenous peoples, according to Article 129, item V, of the Brazilian Federal Constitution; and that the Federal Prosecution Service has the duty of defending the rights and collective interests of the Brazilian people, especially those of the indigenous populations, according to Article 5, item III, letter "e" of the Federal Law 75/1993;

NOW THEREFORE, the Parties agree as follows:

↓
MPO

1. Provider's Duties

1.1 Provider shall cause Samples to be transported via Federal Express to the Office of the Prosecutor General in Brasilia, Brazil, at a time mutually agreed upon by Provider and Recipient.

1.2 The Samples shall be packaged and labeled according to the International Air Transport Association's Dangerous Goods Regulations 3.6.2 and Packing Instructions 650, which comports with both U.S. law (Code of Federal Regulations Title 49, § 173.199) and Brazilian law (RDC 20/2014 and RDC 34/2014 of the Brazilian Health Surveillance Agency– ANVISA; Brazilian Civil Aviation Regulation RBAC 175/2009 and its Supplementary Instructions IS 175-001B, IS 175-003A, and IS 175-004A, from the National Civil Aviation Agency – ANAC).

1.3. Together with the shipment of Samples, Provider will present a certificate attesting, based on Provider's knowledge and understanding, to the authenticity of the Samples.

1.4 Provider has treated Samples to render them as safe as reasonably possible yet maintain the original physical characteristics of Samples so as to not undermine traditional funerary practices. However, Provider supplies the Samples with no warranties, express or implied, as to the safety or suitability of Samples for any purpose.

2. Recipient's Duties

2.1 Recipient warrants that it is the appropriate authority to receive the Samples and transfer them to the Yanomami indigenous people of Brazil.

2.2 Recipient agrees to facilitate shipment of Samples by coordinating as necessary with other Brazilian authorities such as Receita Federal do Brasil (Aduana Brasileira) and ANVISA.

2.3 Once Samples are transferred to the Office of the Prosecutor General, Recipient assumes all responsibility for further transport, distribution or assignment, use or destruction of the Samples. Recipient agrees to hold Provider harmless with respect to any action arising from the use of Samples prior or subsequent to transfer to the Office of the Prosecutor General.

2.4 Recipient warrants that it and any future recipient(s) of Samples will transfer Samples to the Yanomami indigenous people of Brazil solely for traditional funerary practices.

2.5 Recipient warrants that it will choose Yanomami individual(s) who will be the final recipient(s) of the Samples in consultation with the representatives of the Yanomami indigenous people of Brazil in accordance with International Labor Organization Convention 169.

2.6 Prior to delivering Samples to the Yanomami final recipient(s), competent Brazilian authorities shall advise the Yanomami recipient(s) of health concerns of contact with Samples in a manner appropriate to impart a knowledgeable assumption of risk, and shall provide general instructions for safe handling of human blood.

2.7 Upon delivery of Samples to the Yanomami final recipient(s), Recipient shall forthwith deliver to Provider a certificate attesting to the transfer of the Samples to the Yanomami. The certificate shall contain the date of transfer and the name(s) of the official(s) who delivered the Samples, and of the Yanomami final recipient(s).

3. Past Acts

3.1 This MTA does not constitute recognition by Provider of any fault or responsibility for past acts or omissions.

3.2 This MTA shall not affect the rights or liabilities of Provider, Recipient, or the Yanomami indigenous people of Brazil for acts or omissions that occurred prior to execution of this MTA by Provider.

4. Dispute Settlement and Language

4.1 Any dispute arising from this MTA shall be settled amicably through direct negotiations between the Parties.

4.2 This MTA was negotiated in English and translated to Portuguese. Both versions have full force and effect. Any ambiguity between the language of the two versions shall be resolved by accord rather than by reference to the English version alone.

5. Conclusion

5.1 Both parties agree to proceed with the execution of this MTA in good faith. Good faith requires both parties to use all reasonable means to fulfill the purpose of this MTA.

5.2 This MTA will be deemed in force upon electronic exchange of the document executed by all signatories.