MATERIALS TRANSFER AGREEMENT No. UTAUS-MTA00001780

Between
The University of Texas at Austin
And
Ahmadu Bello University

The parties to this Agreement are:

The University of Texas at Austin (hereinafter "UT AUSTIN"), an institution of higher education created by the constitution and law of the State of Texas under The University of Texas System ("System"), and Ahmadu Bello University located at Zaria, Nigeria (hereinafter "RECIPIENT"), the research (as hereinafter defined) will be conducted by Emmanuel Oluwadare Balogun, hereinafter "SCIENTIST".

The Material that is covered by this Agreement includes:

(a) Engineered Bst enzymes and protein expression plasmids (disclosed under UT Tech ID 7642 ELL), hereinafter "Original Material" that were developed by Andrew Ellington, hereinafter "UT SCIENTIST", of UT AUSTIN, and

(b) Any related biological material or associated know-how and data that will be provided by UT AUSTIN or received by SCIENTIST from UT AUSTIN, hereinafter "Material". The Material is proprietary to UT AUSTIN and cannot be shared with any other institution or company. UT AUSTIN shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.

UT AUSTIN agrees to provide RECIPIENT with Materials for the purposes stated herein under the following conditions:

1) The SCIENTIST shall use the Material for basic research related to conducting nucleic acid amplification assays, such as loop-mediated isothermal amplification reactions, hereinafter "Research".

2) ATTACHMENT A is hereby appended and made a part of this Agreement.

3) Neither SCIENTIST nor RECIPIENT shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under SCIENTIST'S direct supervision, and, SCIENTIST and RECIPIENT shall ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from UT AUSTIN. This MATERIAL is for investigational use only in laboratory animals or in vitro experiments. RECIPIENT agrees that the Material will not be used for any other purpose. Neither the Material nor any biological materials treated therewith will be used in human beings. **The RECIPIENT will not use the Material to make Modifications (as defined in Attachment A).**

4) This Agreement and the resulting transfer of Material constitute a license to use the Material solely for RECIPIENT's internal research use. RECIPIENT agrees that nothing herein shall be deemed to grant to RECIPIENT or SCIENTIST any rights under any UT AUSTIN patents **or any rights to use the Material for any products or processes for profit-making or commercial purposes**. The Material will not be used in research that is subject to consulting or licensing obligations of RECIPIENT or SCIENTIST to another individual, institution or business entity unless prior written permission is obtained from UT AUSTIN.

RECIPIENT or SCIENTIST will not file any patent applications disclosing or claiming the Material or use of the Material without the written consent of UT AUSTIN.

Notwithstanding anything to the contrary, the parties acknowledge that UT AUSTIN may have used U.S. Government funding in conducting some aspects of the study or in the creation of the material, that the U.S. Government may consequently also have rights and interest in some inventions, and that this Agreement is subject to any such governmental rights and interests.

5) RECIPIENT shall have no rights in the Material other than as provided in this Agreement. At the request of UT SCIENTIST, RECIPIENT will return all unused Material. All Confidential Information (as described in paragraph 7) in tangible form shall be returned to UT SCIENTIST or destroyed promptly upon UT AUSTIN's or UT SCIENTIST's written request at any time or upon the termination or expiration of this Agreement, and shall not thereafter be retained in any form by RECIPIENT SCIENTIST or by any employees or independent contractors of RECIPIENT or RECIPIENT SCIENTIST, except that the receiving Party (a) may certify that such information has been destroyed prior to the request, and (b) will be entitled to retain one archive copy for legal record keeping purposes only.

6) RECIPIENT will inform UT SCIENTIST, in confidence, of results of Research related to the Material by personal written communication or by providing UT AUSTIN with a draft manuscript describing such results. If RECIPIENT's SCIENTIST desires to publish such Research results in a noncommercial scientific publication, RECIPIENT will provide UT SCIENTIST with a copy of any manuscript or abstract disclosing such Research results prior to submission thereof to a publisher or to any third party, and in any case, not less than forty-five (45) days prior to any public disclosure, for the purpose of protecting the Material and any proprietary and intellectual property of UT AUSTIN that might be disclosed by such publication. The parties agree that any information related to the Material provided by UT AUSTIN will not be included in such publication without the written consent of UT AUSTIN. If the publication comes about, RECIPIENT agrees to acknowledge UT AUSTIN scientists, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. UT AUSTIN scientists agree that it will acknowledge SCIENTIST'S publications, as academically and scientifically appropriate, in their publications, which may refer to the results of SCIENTIST'S Research. RECIPIENT or SCIENTIST will not file any patent applications disclosing or claiming the Material, Modifications, use of the Material or Modifications without the written consent of UT AUSTIN.

7) All Material and all information relating to the Material disclosed by UT AUSTIN or UT SCIENTIST shall be considered to be Confidential Information. The obligation of confidentiality shall not apply to:

a. Material and information which, at the time of disclosure are published, known publicly or are otherwise in the public domain; or

b. Material and information which, after disclosure are published or become known publicly or otherwise become part of the public domain, through no fault of the RECIPIENT or SCIENTIST; or

c. Material and information which, prior to the time of disclosure are known to the RECIPIENT or SCIENTIST, as evidenced by its written records; or

d. Material and information which have been or are disclosed to the RECIPIENT or SCIENTIST in good faith by a third party who was not, or is not, under any obligation of confidence or secrecy to the disclosing party at the time said third party discloses to the RECIPIENT; or

e. Material and information which are required to be disclosed by RECIPIENT or SCIENTIST pursuant to a legally enforceable order, direction or other regulation ("Order"), provided however,

that RECIPIENT or SCIENTIST promptly notifies UT AUSTIN in advance of such disclosure and discloses only that Material and information necessary to comply with said Order.

Any disclosure of Confidential Information is made in the strictest confidence. RECIPIENT or SCIENTIST will make all reasonable efforts to ensure the protection, confidentiality, and security of any Confidential Information of UT SCIENTIST or UT AUSTIN in its possession, such efforts to be no less than the degree of care employed by RECIPIENT or SCIENTIST to preserve and safeguard its own confidential information, but in no event less than a reasonable degree of care. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by UT AUSTIN, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the RECIPIENT within thirty (30) days after oral disclosure. RECIPIENT or SCIENTIST will not use any Confidential Information of UT AUSTIN or UT SCIENTIST for any reason other than the Purpose without the prior written consent of UT AUSTIN.

8) UT AUSTIN AND RECIPIENT agree that, in the event of breach or threatened breach or intended breach of the Agreement, each Party, in addition to any other rights and remedies available to it at law or in equity, may seek injunctive or equitable relief without the necessity of posting bond or proving that it has no adequate remedy at law.

9) RECIPIENT shall not disclose Confidential Information to any person or entity other than RECIPIENT's employees, consultants and advisors who have a need to know such information to fulfill the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement containing disclosure and use restrictions that are at least as protective of the Confidential Information as those set forth in this Agreement. Even after termination or expiration of this Agreement, the RECIPIENT or SCIENTIST will continue to treat Confidential Information received from UT AUSTIN or UT SCIENTIST in accordance with this provision for so long as the information fits the definition of "Confidential Information," or until use and disclosure of the information would no longer be restricted even if this Agreement remained in full force.

10) The Material is experimental in nature and it is provided AS IS WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UT AUSTIN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

11) In no event shall UT AUSTIN be liable for any use by SCIENTIST or RECIPIENT of the Material for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material. RECIPIENT agrees to hold harmless The University of Texas System (hereinafter referred to as System), UT AUSTIN, their Regents, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to this Agreement and the use by RECIPIENT of the results obtained from Research.

12) SCIENTIST and RECIPIENT will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the Material, including any such laws, governmental regulations and guidelines applicable to research with recombinant DNA, and when the Material is used in the United States, SCIENTIST will comply with current NIH guidelines.

13) This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of UT AUSTIN. This Agreement is in effect as of the date of the last signature of the fully executed agreement (Effective Date). This Agreement may be terminated on the first to occur of the

following: 1) completion of the Research; or 2) with 30 days prior written notice by either party. This Agreement shall automatically terminate one (1) year from effective date unless extended by a mutual executed amendment to this Agreement. Disclosures of Confidential Information pursuant to the Agreement are to be made only during the term of the Agreement; provided, however, the obligations of the Agreement will survive until the end of the Confidentiality Term, which is hereinafter defined as the fifth anniversary of the Effective Date.

14) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

15) Points of contact for the parties:

For UT Austin:

Principal Investigator: Andrew Ellington, PhD Professor The University of Texas at Austin 2500 SPEEDWAY MBB 3.424, MC: A5000 AUSTIN, TX 78712 andy.ellington@austin.utexas.edu	UT Austin: Associate Director Office of Sponsored Projects The University of Texas at Austin 3925 West Braker Lane, Suite 3.340, MC: A9000 Austin, Texas 78759 Phone: (512) 471-6424 E-mail: osp@austin.utexas.edu

For RECIPIENT:

SCIENTIST: Emmanuel Oluwadare Balogun, PhD Associate Professor Department of Biochemistry Ahmadu Bello University Zaria, 810001, Kaduna State, Nigeria E-mail: eobalogun@abu.edu.ng	RECIPIENT: The Vice Chancellor Ahmadu Bello University Zaria, 810001, Kaduna State, Nigeria E-mail: vc@abu.edu.ng

IN WITNESS HEREOF, THE PARTIES AGREE AND HAVE AUTHORIZED BELOW THEIR APPROVAL OF THESE TERMS.

AHMADU BELLO UNIVERSITY

Professor Kabiru Bala

Vice Chancellor, ABU Zaria, Nigeria

Date: 18th August 2023

THE UNIVERSITY OF TEXAS AT AUSTIN

DocuSigned by:
Layne Whitted
0255534F5428418...

Layne Whitted

Senior Contract Negotiator, OSP

Date: 2023-08-21 | 08:46:31 CDT

ATTACHMENT A

BIOLOGICAL AND/OR CHEMICAL MATERIALS
LEGAL COMPLIANCE, EXPORT COMPLIANCE, AND INDEMNIFICATION MTA

Definitions:

Progeny: unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives: substances created by RECIPIENT which constitute an unmodified functional sub-unit or an expression product of the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated sub-sets of the Original Material proteins expressed by DNA/RNA supplied by Provider, monoclonal antibodies secreted by a hybridoma cell line, sub-sets of the Original Material such as novel plasmids or vectors.

Modifications: substances created by RECIPIENT which contain/incorporate the Material (Original Material Progeny or Unmodified Derivatives).

RECIPIENT is solely responsible for compliance with all applicable international, foreign, and United States, federal, provincial, regional, state, and local laws, statutes, ordinances, and regulations, with regard to Material. To the fullest extent permitted by applicable law, RECIPIENT further agrees to indemnify, defend, and hold UT AUSTIN (including System, Regents, officers, and employees) harmless from all claims, actions, and liabilities that UT AUSTIN may suffer as a result of RECIPIENT's activities regarding the Material, including Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals arising out of or related to the Material under this Agreement.

Without limiting the generality of the foregoing, Recipient agrees to comply with all U.S. export control laws and regulations.

RECIPIENT certifies that it shall:

(1) ensure that only RECIPIENT's qualified scientists work with the Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals;

(2) provide sufficient internal security to assure access to Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals only by Recipient's authorized individuals;

(3) not transfer, export, resell or otherwise dispose of such Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals to any third party without prior written approval of UT AUSTIN and the applicable governmental agencies;

(4) remain in compliance with the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and all other applicable local, state, federal, and foreign environmental laws and regulations with regard to the Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals;

(5) not permit access to the Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals by foreign nationals to the extent it would violate United States export laws or regulations;

(6) maintain adequate insurance coverage for liability to any party that might be injured or damaged by the Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals;

(7) comply with all applicable laws and regulations regarding the handling, storage, use, and transportation of Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals;

(8) appropriately destroy and dispose of all Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals according to accepted practices for destruction and disposal of biological materials upon completion of work; and

(9) accept responsibility for the Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals and accept all associated risks and liabilities in its activities with regard to the Recipient's use of the Material, Unmodified Derivatives, Progeny, Modifications, substances, toxins, microorganisms, and/or chemicals.

DocuSign

Certificate Of Completion

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Status: Completed
Subject: Complete with DocuSign: UTAUS-MTA00001780 Ahmadu Bello MTA PE.pdf
Source Envelope:
Document Pages: 6
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 0
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1 University Station
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Austin, TX 78712
Time Zone: (UTC-06:00) Central Time (US & Canada)
lw28532@eid.utexas.edu
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Signer Events	Signature	Timestamp
Layne Whitted lw28532@eid.utexas.edu Senior Contract Negotiator, OSP University of Texas at Austin Security Level: Email, Account Authentication (None)	DocuSigned by: Layne Whitted 0255534F5428418... Signature Adoption: Pre-selected Style Using IP Address: 160.39.36.148	Sent: 8/21/2023 8:46:06 AM Viewed: 8/21/2023 8:46:13 AM Signed: 8/21/2023 8:46:31 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/21/2023 8:46:06 AM
Certified Delivered	Security Checked	8/21/2023 8:46:13 AM
Signing Complete	Security Checked	8/21/2023 8:46:31 AM
Completed	Security Checked	8/21/2023 8:46:31 AM

Payment Events	Status	Timestamps