

## **MATERIALS TRANSFER AGREEMENT No. UTAUS-MTA00001870**

**Between**  
**Ahmadu Bello University**  
**And**  
**The University of Texas at Austin**

The parties to this Agreement are:

Ahmadu Bello University located at Zaria, Nigeria (hereinafter "PROVIDER") and 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 the research (as hereinafter defined) will be conducted by Dr. Allison Seeger, hereinafter "SCIENTIST".

The Material that is covered by this Agreement includes:

(a) PBMC and plasma or serum from canines infected with *Leishmania infantum*, that were developed by Dr. Emmanuel O. Balogun of PROVIDER, and

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

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

1) The SCIENTIST shall use the Material for basic research related: to use the PBMCs to extract RNA, synthesize cDNA, and amplify immunoglobulin genes using PCR. These amplicons will be sent to the UT GSAF for NGS.

We will isolate antibodies from the plasma using affinity chromatography. Isolated antibodies will be prepared for LC-MS/MS and sequenced in UT's Proteomics Core., hereinafter "Research".

2) PROVIDER represents that Material is NOT EXPORT CONTROLLED. Notwithstanding the foregoing, parties acknowledge that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data, and parties agree to comply with all such laws, regulations and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended.

3) Neither SCIENTIST nor UT AUSTIN 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 UT AUSTIN shall ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from PROVIDER. This Material is for investigational use only in laboratory animals or in vitro experiments. UT AUSTIN 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.

4) This Agreement and the resulting transfer of Material constitute a license to use the Material solely for UT AUSTIN'S internal research use. UT AUSTIN agrees that nothing herein shall be deemed to grant to UT AUSTIN or SCIENTIST any rights under any PROVIDER patents or any rights to use the Material for any products or processes for profit-making or commercial purposes.

Notwithstanding anything to the contrary, the parties acknowledge that UT AUSTIN may use U.S. Government funding in conducting some aspects of the study, 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) UT AUSTIN shall have no rights in the Material other than as provided in this Agreement. At the request of PROVIDER, UT AUSTIN will return all unused Material.

6) UT AUSTIN will inform PROVIDER, in confidence, of results of Research related to the Material by personal written communication or by providing PROVIDER with a draft manuscript describing such results. If SCIENTIST desires to publish such Research results in a noncommercial scientific publication, UT AUSTIN will provide PROVIDER 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 PROVIDER that might be disclosed by such publication. If the publication comes about, UT AUSTIN agrees to acknowledge PROVIDER scientists, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation without the other party's written approval.

7) 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.

8) To the extent authorized by the laws and Constitution of the State of Texas, both parties accept liability for any use of the Material in regards to 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.

9) SCIENTIST and UT AUSTIN 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.

10) This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of PROVIDER. This Agreement is in effect as of the date of the last signature of the fully executed agreement. 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 ten (10) years from effective date unless extended by a mutual executed amendment to this Agreement.

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

12) Points of contact for the parties:

For UT AUSTIN:

<b>SCIENTIST:</b> Allison Seeger Department of Chemical Engineering The University of Texas at Austin 2500 Speedway Austin, TX 78712 E-mail: <a href="mailto:allison.seeger@austin.utexas.edu">allison.seeger@austin.utexas.edu</a>	<b>UT AUSTIN:</b> Assistant 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: <a href="mailto:osp@austin.utexas.edu">osp@austin.utexas.edu</a>
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For PROVIDER:

<b>SCIENTIST:</b> Emmanuel Oluwadare Balogun, PhD Department of Biochemistry Ahmadu Bello University Zaria, 810001, Kaduna State, Nigeria E-mail: <a href="mailto:eobalogun@abu.edu.ng">eobalogun@abu.edu.ng</a>	<b>PROVIDER:</b> The Vice Chancellor Ahmadu Bello University Zaria, 810001, Kaduna State, Nigeria E-mail: <a href="mailto:vc@abu.edu.ng">vc@abu.edu.ng</a>
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IN WITNESS HEREOF, THE PARTIES AGREE AND HAVE AUTHORIZED BELOW THEIR APPROVAL OF THESE TERMS.

**Ahmadu Bello University**



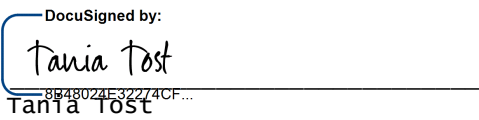
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Name: Professor Kabiru Bala

Title: Vice Chancellor, ABU Zaria, Nigeria

Date: 20<sup>th</sup> October 20, 2023

**THE UNIVERSITY OF TEXAS AT AUSTIN**

DocuSigned by:  
  
Tania Tost

Associate Director of Post-Award

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**Signer Events**

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 The University of Texas at Austin  
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Certified Delivered	Security Checked	11/17/2023 9:55:56 AM
Signing Complete	Security Checked	11/17/2023 9:56:13 AM
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