

This ACADEMIC MATERIAL TRANSFER AGREEMENT

(the "Agreement") is entered by and between:

"RECIPIENT Scientist",
Laboratory of Vaccinology and Applied
Immunology
Kanazawa University School of Pharmacy
1A219 Natural Science Building
Kakuma-machi, Kanazawa, Ishikawa 920-1192
Japan

Prof. Shigeto Yoshida

AND ("SENDER Scientist")
Departemen of Parasitology, Faculty of Medicine,
Hasanuddin University,
Jalan. Perintis Kemerdekaan Km. 10, Kecamatan.
Makassar, Sulawesi Selatan 90245, Indonesia

Prof. Din Syafruddin MD., Ph.D

Recipient and the Sender are hereinafter collectively referred to as the "Parties," or individually, as a "Party."
The Purpose of the Agreement is to govern the condition of transfer of Material from Sender for the use in the parasitology research program between two universities

"Material" shall mean any physical material or data provided to RECIPIENT by the Sender under this Agreement, as listed and/or described below, its Progeny, and any Unmodified Derivatives:

- Samples will be brought by Dr. Mitsuhiro Iyori, an associate professor at Laboratory of Vaccinology and Applied Immunology
- Samples will be analyzed by Yenni Yusuf, MD
- Yenni Yusuf is currently PhD student at Kanazawa University, Japan

"Research Program" shall mean internal scientific research as described below:

Antigenicity of *Plasmodium vivax* recombinant chimeric circumsporozoite antigen against sera from *P vivax* infected patients

Ethical Approval No:

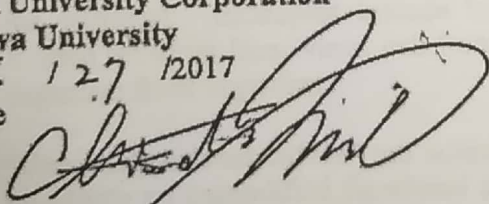
112/H4.8.4.5.31/PP36_KOMETIK/2017

The Material will be provided by Sender on a nonexclusive basis to RECIPIENT subject to the payment by sender of all delivery charges, and maintenance and handling fees, if any, and subject to the Terms and Conditions attached hereto. This Agreement becomes effective at the date the last Party signs it and terminates upon the completion of the Research Program, which shall not exceed thirty six (36) months. The Parties agree that copies of signatures (e.g. pdf format) have the same effect as originals.

National University Corporation
Kanazawa University

Date: 6 / 27 / 2017

Signature

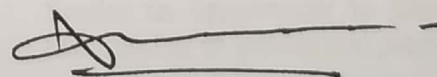


Mukai Chisato,
Director General, Organization of Frontier
Science and Innovation

Dean of Faculty of Medicine,
Hasanuddin University

Date: / / 2017

Signature

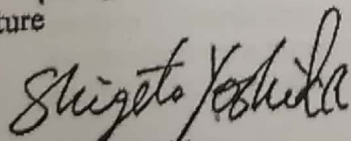


Prof. Dr. dr. Andi Asadul Islam, Sp.BS, FICS

RECIPIENT SCIENTIST

Date: 16 / June / 2017

Signature

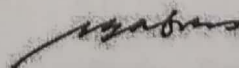


Prof. Shigeto Yoshida,
Graduate School of Pharmaceutical Science

SENDER SCIENTIST

Date: 30 / June / 2017

Signature



Prof. Din Syafruddin MD., Ph.D

ACADEMIC MATERIAL TRANSFER TERMS AND CONDITIONS

1- Definitions

1.1. In addition to the terms "Material" and "Research Program" defined above, the following definitions shall apply for the purpose of this Agreement:

"**Confidential Information**" is any information communicated by the Sender to RECIPIENT that can reasonably be considered confidential or was identified as such. It shall not include information for which RECIPIENT can demonstrate in writing that it was:

- (i) generally known to the public at the time of disclosure,
- (ii) already in RECIPIENT's possession at the time of disclosure to RECIPIENT by the Sender,
- (iii) disclosed to RECIPIENT on a non-confidential basis by a third party having the right to make such disclosure,
- (iv) independently developed by RECIPIENT without the use of Confidential Information,
- (v) required to be disclosed by law or governmental rule or regulation or a judicial decision.

"**Derivatives**" are the materials or products obtained by RECIPIENT by transformation of the Material or that are created by RECIPIENT by incorporating the Material.

"**Progeny**" are unmodified descendants from the Material. Examples include but are not limited to: virus from virus, cell from cell, and organism from organism.

"**Unmodified Derivatives**" are substances that constitute an unmodified functional sub-unit or an expression product of the Material. Examples include but are not limited to: purified or fractionated sub-sets or subclones, transcription and translation products (e.g., RNA and proteins synthesized on a template from provided DNA), reverse transcription and reverse translation products (e.g. DNA synthesized on a template using provided RNA), and chemically synthesized copy or copies.

2- Scope of use of the Material and Confidential Information

2.1. The Material and Derivatives, if any, shall be used by RECIPIENT solely to perform the

PARASITOLOGY Research Program, the scope of which cannot be extended without prior written consent of the Sender. No other right or license is granted or implied herein.

2.2. The Material and Derivatives, if any, shall not be distributed to third parties without Sender's prior written authorization. RECIPIENT shall not use the Material or Derivatives, if any, for commercial purposes. RECIPIENT further agrees not to use, or offer to use, the same for research collaboration or services of any kind with any for-profit entity. RECIPIENT shall promptly inform the Sender of any request or offer from any for-profit entity to have the Material or Derivatives, if any, used for research collaboration or services of any kind.

2.3. Subject to Article 3, any Confidential Information shall be treated as confidential and maintained in confidence by RECIPIENT for five (5) years after disclosure. RECIPIENT Scientist may only disclose Confidential Information to those RECIPIENT employees that need it to perform the Research Program.

3- Results and Publications

3.1. The results obtained by RECIPIENT through the use of Material shall be communicated in detail to Sender Scientist. In the event RECIPIENT chooses to publish or in any way publicly disclose PARASITOLOGY Research Program results, RECIPIENT shall provide the Sender with a copy of a manuscript or presentation at least fifteen (15) days prior to submitting the said manuscript for publication or presentation in order to allow the Sender an opportunity to protect its Confidential Information or intellectual property rights.

3.2. RECIPIENT agrees to acknowledge the Sender as the supplier of the Material and shall credit all Sender contributions to the PARASITOLOGY Research Program and results, including by co-authorship where appropriate.

4- Property

4.1. The Material and all intellectual property rights thereto are and shall remain the sole property of the Sender. Derivatives and all intellectual property rights thereto, if any, shall be owned jointly by the Parties. The sequence results generated by RECIPIENT from the Material provided by the Sender will be published jointly. This does not preclude subsequent publication by the Sender of

the data pertaining to his Material. RECIPIENT will communicate to the Sender the raw sequence data generated from sender's material within 7 days of production. RECIPIENT will analyze the raw sequence data provide a quality controlled dataset to the sender within the next 2 months.

4.2. RECIPIENT shall promptly inform the Sender of any invention or discovery (whether or not patentable) made in connection with the use of the Material and shall grant to the Sender a perpetual, royalty-free, non-exclusive, non-sublicensable, and non-transferable license to use such invention for internal academic research purposes only.

4.3. The Sender has or may file patent applications on the Sender inventions that relate to the Material. RECIPIENT undertakes to not publicly disclose or commercialize a product or service comprising the Material and/or Derivatives, without prior written approval of the Sender.

5- Waivers and Representations

5.1. The Material is provided to RECIPIENT for the sole purpose of performing the PARASITOLOGY Research Program. The Material is experimental in nature, may not be safe and may have unknown characteristics. The Sender makes no representation and provides no warranties, express or implied, regarding the Material or Derivatives, including without limitation, warranties of merchantability and fitness for a particular purpose. The Sender disclaims all express or implied warranties that the Material, or Derivatives, if any, do not infringe patents or other proprietary rights of third parties or that the Material, or Derivatives, if any, or that the results of the Research Program can be subject to intellectual property protection. RECIPIENT assumes all liability for damages that may arise from the use, storage, or disposal of the Material or Derivatives, if any. The Sender will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made

against RECIPIENT by any other party, due to or arising from the same. RECIPIENT agrees to indemnify, hold harmless and defend the Sender against any claims, costs or other liabilities which may arise as a result of RECIPIENT's use, storage or disposal of the Material or Derivatives, if any.

5.2. The Sender has the responsibility to comply with all applicable laws and regulations. In particular, the sender states that the samples were collected in compliance with ethical standards following the norms and procedures established by an appropriate Review Board. Material Transfer to RECIPIENT implies that the Sender accepts to provide RECIPIENT if needed with copies of the ethical and/or administrative approval for the collection of the material and for use of the Material in the PARASITOLOGY Research Program.

5.3. Material shall not be used in humans, clinical trials, for animal food, or for diagnostic purposes involving human subjects outside the scope of the PARASITOLOGY Program.

5.4. RECIPIENT shall comply with all formalities relating to the importation of the Material and agrees to use the Material in compliance with all applicable laws and regulations.

6- Termination, Applicable Law and Dispute Resolution

6.1. The Sender shall have the right to terminate this Agreement at any time if RECIPIENT breaches any of the terms, covenants or conditions of this Agreement.

6.2. Upon request of the Sender, RECIPIENT shall immediately return to the Sender or destroy any remaining Material, Derivatives, if any. A certificate of destruction shall be sent to the Sender duly signed by Recipient's legal representative. Confidential Information must also be returned or destroyed, except for one archival copy.

6.3. This Agreement shall be governed and construed in accordance with each respective country laws without reference to its conflicts of law provisions. The Parties shall attempt in good faith to settle any

disputes relating to this Agreement, its interpretation or enforceability.

6.4. Articles 3 to 5, and 6.2 to 6.4 shall survive the termination of this Agreement.