

MATERIAL TRANSFER AGREEMENT

between

**THE UNIVERSITY COURT
OF THE UNIVERSITY OF ST ANDREWS**

and

HASANUDDIN UNIVERSITY

MATERIAL TRANSFER AGREEMENT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS, a charitable body registered in Scotland under the registration number SC013532, incorporated by the Universities (Scotland) Act 1889, as amended by the Universities (Scotland) Act 1966, and having its principal office at College Gate, North Street, St Andrews, Fife, UK KY16 9AJ (the "**University**")

and

UNIVERSITAS HASANUDDIN, Jalan. Perintis Kemerdekaan Km. 10, Tamalanrea, Makassar, Sulawesi Selatan 90245, Indonesia (the "**Provider**")

WHEREAS

- (A) The Provider is in possession of the Materials, which the Researcher wishes to use in order to carry out the Research.
- (B) The Researcher is an employee of the University.
- (C) The Provider has agreed to provide the Materials to University under the following terms and conditions.

NOW THEREFORE IT IS AGREED AS FOLLOWS

1. In this Agreement, including the recitals, the following expressions will have the following meanings:
 - "Agreement"** means this agreement;
 - "Materials"** means killed mosquito samples, including any constructs, strains, progeny and unmodified derivatives (as the case may be) obtained from or as a direct result of the use of the materials;
 - "Research"** means the study of killed mosquito samples for genomic and genetic studies on pathogen transfer at the human macaque monkey interface; and
 - "Researcher"** means Janet Cox Singh, who is an employee of the University.
2. This Agreement shall commence on the last date of signature of this Agreement and, subject to earlier termination, shall continue for a period of three (3) years (the "**Term**").
3. The Provider will supply the Materials to the University free of charge and hereby grants to the Researcher and the University a right to use the Materials for the purposes of the Research.

4. The Researcher and the University shall use the Materials only for the Research. Notwithstanding the foregoing, any intellectual property generated in the course of the use of the Materials by the Researcher and/or the University shall belong to the University (the "**Resulting IP**") and the University shall be able to commercialise any Resulting IP so generated without restriction, subject to clause 8.
5. The Researcher and the University shall keep the Materials secure at the Researcher's laboratory and ensure that no-one other than the Researcher and authorised co-workers have access to them.
6. The Researcher shall acknowledge the Provider as the source of the Materials in any publication which mentions them, and include Provider's researchers as co-authors of any publication related to the materials.
7. The Materials shall remain the property of the Provider and shall be returned on request, except for those Materials used in the creation of the Resulting IP as described clause 4. No licence of any Provider intellectual property is granted or implied by this Agreement, except that the University and the Researcher shall have a non-exclusive licence to use Provider intellectual property which is reasonably necessary for the commercialisation of the Resulting IP. Such licence shall be irrevocable, royalty-free, world-wide, without limit of time and with the right to sub-licence.
8. If any commercial revenues result from the Researcher's use of the Materials, the Provider shall be entitled to an equitable share of any such revenues that accrue to the University or the Researcher.
9. The Researcher and the University shall use the Materials in accordance with good laboratory practice and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the transportation, keeping or use of the Materials.
10. The Researcher shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
11. This Agreement constitutes the entire Agreement between the parties in relation to its subject matter and supersedes all previous agreements and arrangements between the parties in relation to its subject matter. Neither party shall be entitled to rely on any oral or written representations, understandings or agreements between the parties which are not fully expressed in this Agreement and each party expressly excludes any liability therefor, except for any such representations which are made fraudulently.
12. This Agreement does not create any right enforceable by any person that is not a party to it.

