



## FAKULTAS KEDOKTERAN UNIVERSITAS HASANUDDIN

Kampus Tamalanrea, Jl. Perintis Kemerdekaan KM.10

Makassar 90245 I N D O N E S I A

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Fax: (+62-411) 585188

### MATERIALS TRANSFER AGREEMENT

This Materials Transfer Agreement is made on this day, 17 day of April 2018 by and between:

Fakultas Kedokteran Universitas Hasanuddin, having its main offices at Jalan Perintis Kemerdekaan Km.10, Makassar 90245, Indonesia (hereinafter referred to as "FKUH"), is Indonesian Government Institutions existing under the laws of the Republic of Indonesia,  
AND

Verily Life Sciences LLC, having its main offices at 269 East Grand Avenue, South San Francisco, CA 94080 USA (hereinafter referred to as "the Recipient")

The parties to this Agreement are: Verily, hereinafter "Recipient", and Fakultas Kedokteran Universitas Hasanuddin hereinafter "FKUH". The research (as hereinafter defined) will be conducted under the auspice of the **Mosquito Genome Project** through the supervision of Dr. Isra Wahid, Ph.D and Prof. dr. Budu, Sp.M(K), M.Med (the Dean of Fakultas Kedokteran Universitas Hasanuddin), hereinafter "SCIENTISTS".

The Material that is covered by this Agreement includes: **Mosquito Larvae (on alcohol) for DNA** which were prepared by SCIENTISTS of FKUH, and data that will be provided or received by SCIENTISTS from FKUH, hereinafter "Material". The Material is considered proprietary to FKUH. FKUH shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.

The Material shall be used by SCIENTISTS and RECIPIENT in research to study "Mosquito Genome" hereinafter "Research". For clarity, such Research includes RECIPIENT sequencing the Materials.

Neither SCIENTISTS nor RECIPIENT shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under

Promptly after the Effective Date, FKUH will provide the Materials at no cost to RECIPIENT.

SCIENTIST'S direct supervision and RECIPIENT'S third party collaborators and third party contractors (in each case, assisting in conducting the Research), and SCIENTISTS and RECIPIENT shall ensure that no one will be allowed to take or send Material to any

other location, unless written permission is obtained 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.

This Agreement and the resulting transfer of Material constitute a license to use the Material solely for RECIPIENT'S internal research use. Subject to the provisions in paragraph 6/7, RECIPIENT agrees that nothing herein shall be deemed to grant to RECIPIENT or SCIENTISTS any rights under any FKUH 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 SCIENTISTS to another individual, institution or business entity unless prior written permission is obtained from FKUH.

RECIPIENT shall have no rights in the Material other than as provided in this Agreement. At the request of FKUH, RECIPIENT will return all unused Material.

RECIPIENT will inform FKUH, in confidence, of results of Research related to the Material (the "Results") by personal written communication or by providing FKUH with a draft manuscript describing such results. RECIPIENT shall own the Results. RECIPIENT grants FKUH a non-exclusive worldwide fully paid-up license to use the RESULTS. If

If a party desires to publish the Results in a noncommercial scientific publication, the publishing party will provide the non-publishing party with a copy of any manuscript or abstract disclosing such 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 or any proprietary or confidential information of the non-publishing party that might be disclosed by such publication. If the publication comes about, the publishing party agrees to acknowledge the other party, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. FKUH agrees that it will acknowledge SCIENTIST'S publications, as academically and scientifically appropriate, in its publications, which may refer to the results of SCIENTIST'S

Research.

The Material and Results are experimental in nature and are provided AS IS AND WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL OR THE RESULTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

In no event shall FKUH be liable for any use by RECIPIENT of the Material for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from the use, handling or storage of the Material by or on behalf of RECIPIENT (for clarity, and not by SCIENTISTS or FKUH). (Except where limited by Federal law, or by the constitution and laws of the state governing the recipient,) RECIPIENT agrees to hold harmless The FKUH Systems (hereinafter referred to as System), FKUH, 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 use by RECIPIENT of the Results or the Materials.

In no event shall RECIPIENT be liable for any use by SCIENTISTS OR FKUH of the Material or Results for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from the use, handling or storage of the Material or the Results by or on behalf of SCIENTISTS or FKUH (for clarity, and not by RECIPIENT). (Except where limited by Federal law, or by the constitution and laws of the state governing the recipient,) FKUH agrees to hold harmless Recipient and its 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 use by SCIENTISTS or FKUH of the Materials or the Results.

SCIENTISTS and RECIPIENT will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the Material, including any specially applicable to research with recombinant DNA, and when the Material is used SCIENTISTS will comply with current National guidelines.

This Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party.

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia.

Neither Party may make any public statement regarding this Agreement without the other's prior written approval.

All notices of termination or breach must be in English, in writing and addressed to the other Party's Legal Department. The address for notices to Verily's Legal Department is [verily-counsel@Verily.com](mailto:verily-counsel@Verily.com). All other notices must be in English, in writing and addressed to the other Party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

FKUH will comply with all applicable import and export laws and trade sanction regulations.

This Agreement shall be effective from the date of signature by both parties for an unlimited period of time. However, either party shall have the right to terminate the Agreement anytime upon 30 days advance written notice to the other party.

Upon termination or expiration of this Agreement, Recipient, in this case SCIENTISTS or RECIPIENT, shall immediately cease use and dispose of the Material in accordance to FKUH written instructions and in compliance with all applicable rules and regulations.

Prior to initiating any litigation in relation to any dispute arising from this Agreement, the parties shall make a good faith attempt to resolve their dispute via mediation and commit to attending at least one mediation session. The parties reserve, however, the right to initiate court proceedings at any time.

Contact Persons:

The contact persons are:

1. **Dept. parasitology, Fakultas Kedokteran Universitas Hasanuddin**

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Name: **Isra Wahid**

Title: MD, Ph.D

Date:

2. **The Dean of Fakultas Kedokteran Universitas Hasanuddin**

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Name: **Budu**

Title: Prof, Sp.M(K), M.Med

Date:

3. **Recipient: Verily Life Sciences LLC, South San Francisco, CA 94080 USA:**

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Name: **Jacob Crawford**

Title: **Scientist**

For SCIENTISTS or RECIPIENT

Signatures of the parties involved:

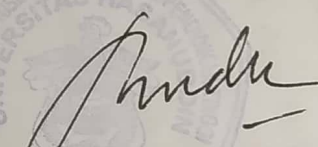
Fakultas Kedokteran Universitas Hasanuddin  
Jalan Perintis Kemerdekaan Km.10 Makassar 90245, Indonesia

By its duly authorized representative(s):  
Dept. parasitology, Fakultas Kedokteran Universitas Hasanuddin

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Name: Isra Wahid  
Title: MD, Ph.D  
Date:

The Dean of Fakultas Kedokteran Universitas Hasanuddin

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Name: Budu Mannju  
Title: Prof, MD., PhD., M.MedEd., Ophtalmologist *kw*  
Date:

Recipient:  
Recipient: Verily Life Sciences LLC, South San Francisco, CA 94080 USA:

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Name: Neel Rane  
Title: Associate Corporate Counsel  
Date: