Massachusetts Institute of Technology
Abdul Latif Jameel World Education Lab

PARTICIPATION AGREEMENT

This Participation Agreement ("Agreement") is entered into between Ahmadu Bello University having its primary office at Zaria, Nigeria (the "Member") and the Massachusetts Institute of Technology, a tax-exempt institution located in Cambridge, Massachusetts ("MIT"), in connection with the Member's agreement to become a member of the Abdul Latif Jameel World Education Lab (J-WEL). The Member agrees to join J-WEL as an Affiliate member and participate in the Higher Education collaborative.

J-WEL aims to spark a global renaissance in education for all learners across pK-12, higher education, and workplace learning. Leveraging MIT's resources, J-WEL will convene a global community of collaborators for sustainable, impactful transformation in education through research, policy, pedagogy, and practice. J-WEL intends to bring together thought leaders from industry, government, and the non-profit sector with MIT faculty, lecturers, researchers, and students.

J-WEL aims to build strong relationships with the Members. It is recognized that the strength of the relationship between MIT and the Member will depend on the efforts that both MIT and the Member put into developing and maintaining the relationship. J-WEL intends to become a unique resource for its members, providing a window into learning practice and research at MIT. Membership contributions provided under this Agreement by J-WEL Members, together with J-WEL resources and other MIT products and sponsored research funds, will support MIT-led research into teaching and learning.

By this Agreement, the Member and MIT agree as follows:

1. MEMBERSHIP IN J-WEL TERM AND FEES

Member will become a participant in J-WEL for an initial term of three (3) years (the "Membership Term") beginning on the date of the execution of this Agreement (the "Membership Date"). The annual membership fee, as detailed in Appendix A, will be invoiced on the execution of this agreement and will be due on July 1, 2018. After the initial invoice, Member will be invoiced on the anniversary of the initial invoicing for each subsequent year. Failure to pay the membership fee by the date due may result in the suspension of member benefits. While the membership term is expected to be at least three years, members may if needed terminate the membership prior to the completion of the three year term. No refund of membership fees paid prior to the date of withdrawal will be provided.

2. BENEFITS OF MEMBERSHIP

To help foster and maintain a strong relationship between Member and J-WEL, and in recognition of Member's contribution to MIT, benefits will be made available to Member as detailed in Appendix A.

3. ADDITIONAL OPPORTUNITIES AVAILABLE TO MEMBER

In addition to this Agreement, other agreements may be executed between Member and MIT for sending industry visitors, accessing or supporting MIT digital learning products (e.g., Custom Courses on edX, MITx courses) and sponsoring directed research projects ("Sponsored Projects"). Member acknowledges that MIT also enters into similar agreements with other public and private entities for Sponsored Projects and that the Member's contribution to MIT and J-WEL membership do not constitute a Sponsored Research Project.

4. TERMINATION OF AGREEMENT

Member's J-WEL membership will be auto-renewed at the end of the Membership Term for additional 12 month terms ("Extended Membership Year"). If Member chooses to terminate the agreement, it will do so in writing prior to 45 days before the annual due date for membership fees. MIT may terminate this Agreement by providing a notice of termination to Member: (1) if circumstances beyond MIT's reasonable control preclude continuation of this Agreement; or (2) at least six months prior to the end of the then-existing Membership Year.

5. NOTICES

Any notices given under this Agreement must be in writing and be addressed to the parties at the addresses shown below. Notices must be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and will be deemed to have been given or made as of the date received.

If to MIT:

Dr. Vijay Kumar
Associate Dean of Digital Learning &
Executive Director, Jameel World Education Lab (J-WEL)
Massachusetts Institute of Technology
77 Massachusetts Avenue, Room NE49-4182
Cambridge, MA 02139 USA
Phone: +1-617-253-8004
Email: vkumar@mit.edu

If to Member:

Name: Dr. Malachy Sumaila
Title: Lecturer
Organization: Department of Mechanical Engineering, Ahmadu Bello University
Address: Zaria
Country: Nigeria
Phone:
Email: sumailachy@gmail.com

6. USE OF NAMES

Neither MIT nor Member will make any press or media announcements concerning this Agreement or use the name, logo, insignia or trademarks of the other, or any version, adaptation, abbreviation or representation of them or the names of any trustees, officers, faculty, students, employees or agents, in any advertising, fundraising, promotional materials or other public announcement or disclosure, without the written permission of the other. The MIT Technology Licensing Office has sole authority to grant such permissions on behalf of MIT.

7. LOGOS AND BRAND VISIBILITY

During the term of this Agreement, Member grants to MIT the worldwide, non-exclusive and royalty-free right to (and to allow others acting on its behalf to) use, host, display, stream, transmit, copy, feature and otherwise use (collectively, "Use") Member's corporate logotype (the "Logo") in connection with events and promotion as part of J-WEL. Logo will appear on the website of J-WEL as well as on the "Member Board" at member-only events. Sustaining Member Logos will be granted prominent positioning. MIT agrees that MIT will use the Logo substantially in accordance with any trademark usage guideline provided by Member, including any updates or revisions thereof.

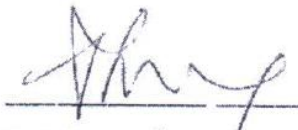
8. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimiles and electronic documents, and each fully executed counterpart shall be deemed an original.

9. AMENDMENTS

This Agreement contains and constitutes the entire understanding and agreement between MIT and Member with respect to J-WEL membership. This Agreement may be amended or restated upon the mutual written consent of MIT and Member. Any such amendment or restatement must be in writing and signed by duly authorized representatives of MIT and Member.

Agreed to and accepted by:

Member		Massachusetts Institute of Technology	
Signature:		Signature:	_____
Name:	Prof. Ibrahim Garba	Name:	_____
Title:	Vice Chancellor	Title:	_____
Date:	22/05/2018	Date:	_____

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:

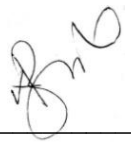
Principal Investigator: Andrew Ellington, PhD Professor The University of Texas at Austin 2500 SPEEDWAY MBB 3.424, MC: A5000 AUSTIN, TX 78712 andy.ellington@austin.utexas.edu	UT Austin: Associate Director Office of Sponsored Projects The University of Texas at Austin 3925 West Braker Lane, Suite 3.340, 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

Envelope Id: 00A97D6A5E6C4321863F95824311DADD
Status: Completed
Subject: Complete with DocuSign: UTAUS-MTA00001780 Ahmadu Bello MTA PE.pdf
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Layne Whitted
1 University Station
Austin, TX 78712
lw28532@eid.utexas.edu
IP Address: 160.39.36.148

Record Tracking

Status: Original
8/21/2023 8:44:02 AM
Holder: Layne Whitted
lw28532@eid.utexas.edu
Location: DocuSign

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:
Not Offered via DocuSign

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

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 agrees 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:

SCIENTIST:	UT AUSTIN:
Allison Seeger Department of Chemical Engineering The University of Texas at Austin 2500 Speedway Austin, TX 78712 E-mail: allison.seeger@austin.utexas.edu	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: osp@austin.utexas.edu

For PROVIDER:

SCIENTIST:	PROVIDER:
Emmanuel Oluwadare Balogun, PhD Department of Biochemistry Ahmadu Bello University Zaria, 810001, Kaduna State, Nigeria E-mail: eobalogun@abu.edu.ng	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

_____

Name: Professor Kabiru Bala

Title: Vice Chancellor, ABU Zaria, Nigeria

Date: 20th October 20, 2023

THE UNIVERSITY OF TEXAS AT AUSTIN

DocuSigned by:
Tania Tost
8B48024E32274CF...

Tania Tost

Associate Director of Post-Award

Date: 2023-11-17 | 09:56:13 CST

DocuSign

Certificate Of Completion

Envelope Id: 4090A6E5D2A44CC2B810E90EE581E706
Status: Completed
Subject: Complete with DocuSign: UTAUS-MTA00001870 from Ahmadu Bello PE.pdf
Source Envelope:
Document Pages: 3
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Mohini Patel
1 University Station
Austin, TX 78712
mp33283@eid.utexas.edu
IP Address: 70.115.145.210

Record Tracking

Status: Original
11/16/2023 8:29:41 AM
Holder: Mohini Patel
mp33283@eid.utexas.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Tania Tost tlj24@eid.utexas.edu Associate Director of Post-Award The University of Texas at Austin Security Level: Email, Account Authentication (None)	DocuSigned by:  8B48024E32274CF... Signature Adoption: Pre-selected Style Using IP Address: 72.182.42.244	Sent: 11/16/2023 8:54:21 AM Viewed: 11/17/2023 9:55:56 AM Signed: 11/17/2023 9:56:13 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	11/16/2023 8:54:21 AM
Certified Delivered	Security Checked	11/17/2023 9:55:56 AM
Signing Complete	Security Checked	11/17/2023 9:56:13 AM
Completed	Security Checked	11/17/2023 9:56:13 AM

Payment Events	Status	Timestamps