

MATERIAL TRANSFER AGREEMENT

between

PROVIDER

St. Martin de Porres Hospital

Eikwe, W/R

GHANA, West Africa

hereinafter referred to as "SMPH"

hereinafter referred to as "PROVIDER"

and

RECIPIENT

University Medical Center Goettingen

Institute of Medical Microbiology

Prof. Dr. Uwe Gross

Kreuzberggring 57

D-37075 Goettingen

GERMANY

hereinafter referred to as "RECIPIENT"

Preamble

PROVIDER has collected BIOLOGICAL MATERIAL (as defined below) in the course of external quality control and academic research.

RECIPIENT wishes to conduct non-commercial external quality control with said BIOLOGICAL MATERIAL.

PROVIDER is willing to provide the BIOLOGICAL MATERIAL to RECIPIENT under the following terms and conditions:

1. „BIOLOGICAL MATERIAL“ shall mean the following BIOLOGICAL MATERIAL(s):

Inactivated stool samples, soil samples, CDiff-Samples

The BIOLOGICAL MATERIAL shall be used by RECIPIENT only in non-commercial research to confirm the diagnoses made by the PROVIDER (hereinafter „Quality control“).

The BIOLOGICAL MATERIAL is made available for investigational use only in *in vitro* experiments and is not for use in humans. RECIPIENT agrees that the Material will not be used for any other purpose.

2. All right, title and interest in and to the BIOLOGICAL MATERIAL shall be and remain in PROVIDER. No right or license is granted under this Agreement expressly or by implication. RECIPIENT agrees that if the external quality control utilizing the BIOLOGICAL MATERIAL results in technology, or an invention, a material, or product, which may be commercially useful and/or patentable, RECIPIENT shall promptly notify PROVIDER in writing. RECIPIENT further agrees that nothing herein shall be deemed to grant to RECIPIENT any rights under any PROVIDER patents or any rights to use the BIOLOGICAL MATERIAL, or technology, inventions, products, or other materials which result from external quality control utilizing the BIOLOGICAL MATERIAL, whether patentable or not, for profit-making or commercial purposes. Any use of the BIOLOGICAL MATERIAL by RECIPIENT for such purposes shall be subject to a separate agreement between PROVIDER and RECIPIENT which the parties agree to negotiate in good faith and containing terms affording appropriate compensation to PROVIDER for such use, and RECIPIENT agrees that profitmaking or commercialization activities will not begin before such an agreement is formalized.
3. This Agreement does not restrict PROVIDER's right to distribute the BIOLOGICAL MATERIAL to other commercial and non-commercial entities.
4. RECIPIENT agrees not to distribute, transfer, release or in any way disclose the BIOLOGICAL MATERIAL to any person or entity other than laboratory personnel under RECIPIENT's supervision or collaboration, and shall ensure that no one will be allowed to take, distribute, transfer, release or in any way disclose the BIOLOGICAL MATERIAL to any third party, without the prior written consent of PROVIDER.
5. The external quality control using the BIOLOGICAL MATERIAL shall last not longer than 3 years from effective date, unless the agreement is formally extended. It is the responsibility of the RECIPIENT to seek such an extension. In the event RECIPIENT is not using and does not intend to use the BIOLOGICAL MATERIAL or as soon as the external quality control will be concluded or this agreement will expire or be terminated for what reason ever, the RECIPIENT is obliged to return to PROVIDER, if possible, or to destroy with required care, all BIOLOGICAL MATERIAL.
6. The costs for measures of external quality control related to this BIOLOGICAL MATERIAL will be covered by RECIPIENT.

7. The provision of the BIOLOGICAL MATERIAL to RECIPIENT in no way prevents or restricts PROVIDER's right to publish any document relating to this BIOLOGICAL MATERIAL.
8. RECIPIENT agrees to jointly publish all the manuscripts and abstracts for oral or poster presentation that disclose any external quality control results involving the BIOLOGICAL MATERIAL together with PROVIDER.
9. RECIPIENT understands that the BIOLOGICAL MATERIAL is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. PROVIDER makes no representation or warranty that the use of the material will not infringe any patent or other proprietary right. In no event shall PROVIDER be liable for any use by RECIPIENT of the BIOLOGICAL MATERIAL and/or external quality control results, or any loss, claim, damage or liability, of whatever kind of nature, which may arise from or in connection with this Agreement or the use, handling, storage or disposal of the BIOLOGICAL MATERIAL and/or external quality control results. RECIPIENT further agrees to indemnify and hold harmless PROVIDER, 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 carried out pursuant to this Agreement and the use by RECIPIENTS of the results obtained from external quality control.

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their representatives.

For RECIPIENT

____ Prof. Dr. Uwe Groß _____
Name
Position: ____ Head of Institute ____

____ 19 June 2013 _____
Date, Signature

For PROVIDER

____ Dr. Paul Cooper _____
Name
Position: ____ Medical Head ____

____ 25/06/13 _____
Date, Signature

____ John Abakah _____
Name
Position: ____ Head, Administration ____

____ 25 June 2013 _____
Date, Signature

AMENDMENT

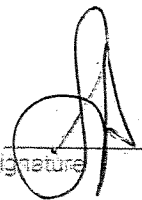
1. Permission is granted to deposit strains of microorganisms in two public collections (1. Leibniz-Institut DSMZ - Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH, 2. another European Collection like CECT/Spain) and these strains may be made available for strictly scientific purposes only under the user agreement of the respective culture collections. The user agreements should be no less restrictive than the conditions originally signed with St. Martin de Porres Hospital.
2. The research of the strains made available by the respective culture collections to further users under this agreement (clause 1) shall be limited to scientific purposes. Any use for commercial research - including genome sequencing - or any use for commercial applications is excluded and requires prior written permission from the St. Martin de Porres Hospital.

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the dates set forth below by their representatives.

For RECIPIENT

____ Prof. Dr. Uwe Groß _____
Name
Position: ____ Head of Institute ____

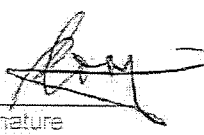
____ 18 April 2017 _____
Date, Signature



For PROVIDER

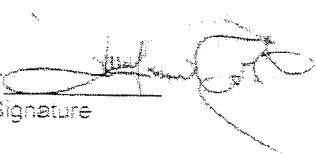
____ Dr. Paul Cooper _____
Name
Position: ____ Medical Head ____

____ 18 April 2017 _____
Date, Signature



____ John Abakan _____
Name
Position: ____ Head, Administration ____

____ 18 April 2017 _____
Date, Signature




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2. The research of the strains made available by the respective culture collections to further users under this agreement (clause 1) shall be limited to scientific purposes. Any use for commercial research – including genome sequencing – or any use for commercial applications is excluded and requires prior written permission from the PROVIDER. Genome sequencing for non-commercial basic research purposes only is permitted.
3. If the RECIPIENT, in the course of external quality control, uncovers new scientific findings, these findings may be further pursued and, if relevant, published in peer-reviewed scientific journals and shall be openly discussed with the PROVIDER.
4. This AMENDMENT replaces the AMENDMENT dated April 18, 2017, which is hereby declared null and void. This AMENDMENT is retroactive to the date of the original MTA signed on June 25, 2013 and covers samples collected between June 25, 2013 and September 30, 2014.

Eikwe, June 11, 2018

Dr. Paul Cooper:



John Abakah:



Göttingen, June 11, 2018:

Prof. Uwe Groß:

