

MATERIALS TRANSFER AGREEMENT

This Agreement dated and effective October 11, 2022, is between Lancaster University (“Transferee”), Bailrigg, Lancaster, UK, and American University (“University”), a Congressionally-chartered, non-profit, institution of higher education, located at 4400 Massachusetts Avenue, N.W., Washington, DC 20016.

The materials identified below (the “Materials”), have resulted from the research efforts of Jessica Gephart, a professor at the University, working either alone or together with other researchers at the University (the professor and the other researchers are collectively referred to as “University Researchers”). The Materials are identified as follows:

Time-series trade data on total seafood, small pelagic fish, fish meal, for West Africa

Transferee agrees to receive the Materials subject to the following obligations and provisions:

1. Transferee shall receive and use the Materials solely for a collaborative project on trade flows in small pelagic fishes. Products using the materials should not be published or distributed until after Materials are made public. Transferee shall use the Materials in compliance with any and all applicable governmental rules and regulations relating to the handling or use of such Materials.

2. Transferee agrees to cease all use of the Materials and any “Derivative Materials” on September 9, 2024, at which time all Materials and Derivative Materials shall be entirely destroyed. Derivative Materials as used herein shall mean any other materials or products that are derived from, are produced by use of, or that wholly or partially incorporate the Materials. Transferee agrees that all information received from the University or the University Researchers relating to the Materials (the “Information”) will not be used by Transferee or its employees or agents as the basis for any patent application disclosing or claiming any of the same without the University’s written consent.

3. All Information and Materials supplied by the University or University Researchers shall be deemed to belong to the University and to have been disclosed or provided to Transferee in confidence. Except as may be authorized in advance in writing by the University, Transferee shall retain all Materials in its secure possession and will not transfer possession of such Materials or any results of any study of the Materials (“Results”) to anyone outside Transferee or its affiliates for any purpose. Transferee agrees to exert its best efforts to preserve the confidential status of the Materials, Information and Results following procedures with regard thereto at least as stringent as it follows with respect to its own proprietary information. These confidentiality obligations shall not apply to any information that:

(a) was known to Transferee prior to the receipt of the Materials or Information or that is developed independently of the Materials and Information;

(b) becomes known to the public not as a result of any action or inaction by Transferee;

(c) Transferee acquires from a third party who has the right to disclose to Transferee; or

(d) with respect to Information and Results other than the Materials, five (5) years have elapsed from the later of the date of this Agreement or the disclosure of the Information to Transferee.

4. None of the Materials or Derivative Materials will be manufactured by or for Transferee in commercially significant quantities or offered for sale to others without a license to do so from the

University. It is understood that under this Agreement, no implied or express license is granted by the University to Transferee for any of the Materials or Information.

5. Transferee acknowledges that the Materials are experimental and are supplied to Transferee WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING INFRINGEMENT OF THIRD PARTY RIGHTS. Transferee agrees to rely solely upon its own opinion of the Materials with regard to their safety and suitability for any purpose.

6. Due to the early use of the Materials, Transferee agrees to communicate issues or concerns with the data to Jessica Gephart. Transferee could receive updated versions of the Materials as they are finalized. Previous versions of the Materials received should be returned or destroyed.

7. Transferee agrees to waive all claims against the University, the University Researchers, and to defend and indemnify any and all of them and their employees or agents from all claims asserted by any third party and any damages and recoveries resulting therefrom arising from the use, storage, or handling of the Materials by or caused or allowed by Transferee. Neither the University, Jessica Gephart nor the University Researchers make any representations that the use of the Materials will not infringe any patent or proprietary rights of any third parties.

8. Transferee agrees to communicate to the University all publications and presentations made by Transferee based on Transferee's research using the Materials. In addition, Transferee agrees that any reports, publications, or other disclosure of results obtained with the Materials will cite the data using the Digital Object Identifier (DOI).

9. This Agreement is nonassignable, is governed by the laws of District of Columbia and may be amended only with the mutual written consent of both parties.

10. No agreement between the parties shall exist unless the duly authorized representative of Transferee and the University have signed this document within sixty (60) days of the effective date written on the first page of this Agreement.

The parties have indicated their acceptance of the terms of this Agreement by the signatures set forth below on the dates indicated. Each individual signing for a corporate entity hereby personally warrants his or her legal authority to bind that entity.

AMERICAN UNIVERSITY

By: _____

Stephen Petix

Interim Director, Office of Sponsored Programs, American University

Date: _____

TRANSFEE

By: _____



Date: 12/10/2022

Name and Title: _____ Dr James Robinson