

MATERIAL TRANSFER AGREEMENT (MTA)

For specimens from Bacteria-associated diarrhoea and antibiotic resistance project (DECCASS)

Between

**Kumasi Centre for Collaborative Research in Tropical Medicine (KCCR-PROVIDER)-KNUST,
Kumasi, Ghana**

And

**Bernhard Nocht Institute for Tropical Medicine (BNITM-RECIPIENT)
Research Group Infection Epidemiology
Hamburg, Germany**

The *Provider* and the *Recipient* herewith acknowledge the transfer of specimens and materials collected in the course of the DECCASS project. The samples collected in collaboration with the KCCR, Ghana will be used for analyses as part of this collaborative project. The samples and any biological materials derived from the project, together with the information provided therewith, shall be referred to as the *Research Material* in this agreement.

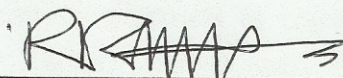
1. The *Research Material* is and shall remain the joint property of KCCR and BNITM. When the data on characterization of the samples have been published in a scientific journal as referenced in section 10, the samples can, following discussion and approval by the KCCR and BNITM, be made available in limited quantities to members of the scientific community for scientific, non-commercial purposes.
2. The *Recipient* will be solely responsible for use in the *Research Material* and all other undertakings provided hereunder in consultation with the BNITM, and will use the information provided with the *Research Material* at the recipient's own risk, provided however:
 - i) that unless the KCCR, and the BNITM agree otherwise in writing, the *Recipient* will not reconstitute, analyze, reverse engineer or modify the *Research Material* and;
 - ii) that the *Recipient* will keep said information confidential in accordance with the applicable provisions of this agreement concluded between the participants of the project referenced in section 6 below.
3. The *Recipient* is rendered solely as a service provider and may only conduct tests using the *Research Material* as defined in the research agreement (Study Protocol), and all data generated from the results of these tests will be made available to both the BNITM and KCCR.
4. The *Research Material* will be used solely for non-commercial research purpose and will not be used by the *Recipient* in any studies other than the named project below, including molecular epidemiological studies of these strains. Additional tests may be performed following a written consent obtained from the BNITM and the KCCR.
5. Any derivative of the *Research Material* made in the recipients' laboratory will be made available to the KCCR under conditions similar to those set forth in this agreement.
6. The KCCR will transfer the *Research Material* to the **Bernhard Nocht Institute for Tropical Medicine**, Hamburg, Germany (BNITM). The *Recipient* will store the *Research Material* and ship to any other KCCR-associated facilities, the country of origin or the BNITM upon request through the BNITM for further analyses. Tests can be performed at other laboratories upon agreement by the BNITM and the KCCR.
7. The KCCR shall not be responsible for the *Research Material* supplied to the BNITM, hereunder nor for any claims or liabilities resulting, thereafter.
8. The *Research Material* is available solely for non-clinical research purposes and will not be used on human subjects.

9. At the end of the study, any unused *Research Material* will be returned by the *Recipient* to the *Provider* in consultation with the *KCCR/BNITM* or destroyed with the agreement of the *KCCR/BNITM*.
10. The *KCCR* together with the *BNITM* retains sole rights for publication of data generated from the *FWS* project. All the publication rights shall remain at the *KCCR* and the *BNITM* unaffected by the transfer of the *Research Material*.
11. The *BNITM* will use the *Research Material* in compliance with all laws and governmental regulations and guidelines applicable to the *Research Material* including, but not limited to, the safe use, handling, storage and disposal of the *Research Material*.
12. Any and all issues relating to intellectual property resulting from the use of the *Research Material* by the *BNITM* hereunder shall be governed exclusively by the Intellectual Property Rights in the Agreement by partners concluded between the participants referenced in section 6 above, and the *Recipient* hereby irrevocably submits to the provisions thereof.
13. The *Recipient* similarly take(s) no responsibility for the *Research Material*, should this be shared with a third institution if the protocol requires, for the activities of that this third institution may undertake and are not in compliant with the above articles 1-12.

Agreed by:

The Provider:

Institute: KUMASI CENTRE FOR COLLABORATIVE RESEARCH (KCCR)
Name of Authorized Institution Representative: PROF RICHARD PHILLIPS
Position of Authorized Institution Representative: SCIENTIFIC DIRECTOR
Address: PMB, UPO, KNUST KUMASI



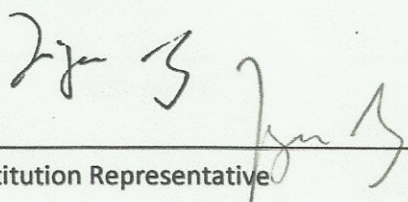
4.2.2020

Signature of Authorized Institution Representative

Date

The Recipient:

Institute: *Bernhard Nocht Institute for Tropical Medicine (BNITM)*
Name of Authorized Institution Representative: Prof. Dr. Jürgen May
Position of Authorized Institution Representative: Head of Infectious Disease Epidemiology
Address: Bernhard-Nocht-Straße 74
 20359 Hamburg, Germany



9/12/20

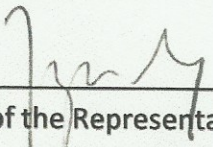
Signature of Authorized Institution Representative

Date



Amendment

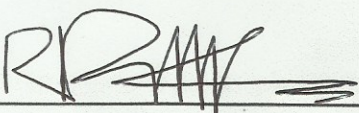
1. Permission is granted to deposit strains of microorganisms received from the Bernhard Nocht Institute for Tropical Medicine (BNITM, Department Infectious Disease Epidemiology) in two public collections (1. Leibniz-Institut DSMZ – Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH, 2. Another international culture collection).
2. The collections will pass on the microorganism to their customers. A commercial use and a passing on to third parties by the customers are excluded. The customer is the end user and may only use the microorganism for research purposes.
3. If the customer, 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 MTA between Bernhard Nocht Institute for Tropical Medicine (BNITM, Research Group Infection Epidemiology) in Hamburg, Germany and Kumasi Centre for Collaborative Research in Tropical Medicine in Kumasi, Ghana.



Signatory of the Representative of
Bernhard Nocht Institute for Tropical
Medicine

Hamburg 4/2/20

Place, Date



Signatory of the Representative of
Kumasi Centre for Collaborative Research in
Tropical Medicine

Kumasi 4.2.2020

Place, Date