

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU” or “Agreement”) is made as of the date of last signature below (“Effective Date”), between **The Wistar Institute of Anatomy and Biology**, a Pennsylvania nonprofit corporation located at 3601 Spruce Street, Philadelphia, PA 19104 USA (“Wistar”), and **Institut de Recherche et de Développement des Plantes Médicinales et Alimentaires de Guinée**, a corporation with its principal offices located in Dubreka, Guinea (hereinafter “IRDPMAG”), with reference to the following

BACKGROUND:

A. Wistar has certain proprietary information, including but not limited to, inventions, patent applications, data, information, methods, processes, know how, ideas and related scientific information (“Wistar Information”).

B. IRDPMAG possesses certain proprietary information, including but not limited to information and data relating to certain organic and other materials, such as plant identities (“IRDPMAG Information”).

C. Wistar and IRDPMAG desire to make mutual disclosures and exchanges of their respective information for the purpose of collaborating on certain academic research (the “Purpose”), and furthermore desire to preserve the value of such Information (as defined below).

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The parties shall endeavor to collaborate on certain academic research as the parties may agree to from time to time. Each party shall be responsible for their own costs and expenses incurred in performing such collaborative academic research. This Agreement shall not be construed to limit the freedom of individuals participating in such collaborative academic research to engage in any other research.

2. To the extent applicable, if any materials exchanged between the parties under this Agreement are considered a genetic resource within the meaning of the Convention on Biological Diversity (CBD), then the parties shall make reasonable efforts to comply with the terms of the CBD, in particular its regulations on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits as laid out in the Nagoya Protocol and as advised by the providing party of such material. If applicable, both parties shall make reasonable efforts to ensure compliance with the rules and procedures provided in the Nagoya Protocol with regard to the specific legislation of the country of origin of such material as advised by the providing party of such material, including the relevant access and benefit sharing regulation of the country of origin as advised by the providing party of such material. The providing party of the material shall provide the receiving party with information about the access and benefit sharing requirements and the material that is required under the access and benefit sharing legislation, including at minimum the country or origin, date the material was accessed and any restriction or other requirement for compliance that the providing party is aware of.

3. Wistar shall disclose Wistar Information to IRDPMAG and IRDPMAG shall disclose IRDPMAG Information to Wistar (hereinafter collectively referred to as “Information”). The party that discloses its Information to the other party under this Agreement shall hereinafter be referred to as the “Disclosing Party” and the party that receives the Information from the Disclosing Party shall hereinafter be referred to as the “Receiving Party.” The Receiving Party agrees:

(a) to receive and maintain in confidence all Information received from the Disclosing Party under this Agreement and to use such Information solely in relation to the Purpose;

(b) to protect the Disclosing Party's Information with the same degree of care the Receiving Party uses with its own confidential and proprietary information;

(c) not to disclose such Information to any third party, except its legal and business advisors who have a "need-to-know" to carry out the express purpose of this Agreement and have been informed of and agree to be bound by the confidentiality obligations contained herein; and

(d) that all information already disclosed by the Disclosing Party prior to the Effective Date with respect to the subject matter hereof constitutes Information and that said Information has been maintained in confidence and will continue to be maintained in confidence pursuant to the terms of this Agreement.

4. In order to be deemed confidential, the Information shall be supplied to the Receiving Party in written or electronic form and identified as being "confidential" or "proprietary". Notwithstanding the foregoing, the Receiving Party understands and agrees that the failure by the Disclosing Party to designate the Information as provided for in this Section 2 will not constitute a designation of non-confidentiality when the confidential nature of the information is apparent from context and subject matter.

5. The Receiving Party shall promptly notify the Disclosing Party if it has reason to believe that any third party, firm, or corporation has or may have access to the Information when such access has not been authorized by the Disclosing Party.

6. The parties may mutually agree to terminate this Agreement in a writing signed by duly authorized representatives of both parties. Within thirty (30) days after the expiration or earlier termination of this Agreement, or at any time upon the Disclosing Party's written request, the Receiving Party will return all Information provided to it by the Disclosing Party under this Agreement, except that (a) one (1) archival copy may be retained by Receiving Party's legal counsel to assure compliance with the terms of this Agreement; and (b) the Receiving Party will not be required to delete any computer stored archival copies of such Information which are made as part of routine file backup operations.

7. The foregoing restrictions on use and disclosure shall not apply to, and the term Information shall not include, any such information which:

(a) at the time of disclosure was already known to the Receiving Party without restriction prior to disclosure under this Agreement as evidenced by Receiving Party's written record(s) predating such disclosure;

(b) is developed independently by the Receiving Party, without use of the Information as evidenced by Receiving Party's contemporaneous written record(s);

(c) at the time of disclosure is generally available to the public or subsequently becomes available to the public other than by an act or omission on Receiving Party's part;

(d) is made available to the Receiving Party on a non-confidential basis by a third party having the lawful right to do so; or

(e) is required to be disclosed by order of a court of competent jurisdiction or other government authority or agency; provided that the Receiving Party notifies the Disclosing Party prior to such disclosure, except where impracticable or prohibited by law, so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure. The parties shall use their best efforts to obtain confidential treatment of the Information by the agency, authority, or court.

8. All Information shall remain the exclusive property of the respective Disclosing Party. Neither this Agreement, nor either party's performance under it, will: (a) transfer to the Receiving Party any proprietary right, title, interest or claim in or to any of the Disclosing Party's Information; or (b) be construed as granting a license to the Disclosing Party's Information.

9. Notwithstanding anything to the contrary, each party acknowledges that the basic objective of research and development activities of the other party is the generation of new knowledge and its expeditious dissemination. To further that objective, each party retains the right, at its discretion, to demonstrate, publish or publicize a description of the results of any collaborative academic research hereunder, subject to the following provisions of this Section. The parties agree to consider opportunities for joint publication as appropriate. Should either party desire to unilaterally disclose publicly, in writing or by oral presentation, the results of any collaborative academic research hereunder (the "Publishing Party"), the Publishing Party shall notify the other party in writing of its intention at least thirty (30) days before such disclosure. The Publishing Party shall include with such notice a description of the oral presentation or, in the case of a manuscript or other proposed written disclosure, a current draft of such written disclosure. The other party may request the Publishing Party, no later than thirty (30) days following the receipt of the Publishing Party's notice, to file a patent application, copyright or other filing related to any invention arising from the collaborative academic research and/or to redact any proprietary or confidential information from such publication. Upon receipt of such request, the Publishing Party shall arrange for a short delay in publication, not to exceed thirty (30) days, to permit such filing or other application.

10. This Agreement supersedes all prior understandings and agreements between the parties hereto, whether oral or written, with respect to the subject matter hereof. This Agreement shall not be amended except by written instrument duly executed by authorized representatives of each of the parties hereto.

11. The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall end on the three (3) year anniversary of the Effective Date, unless terminated sooner pursuant to the terms of this Agreement. This Agreement may be extended or renewed only by mutual written agreement executed by duly authorized representatives of the Parties.

12. The confidentiality obligations imposed on the parties hereunder shall continue in force for a period of five (5) years after the expiration or termination of this Agreement, except with respect to Information which is considered a trade secret under applicable laws, which shall remain confidential as long as such Information retains its status as a trade secret. If trade secrets are to be disclosed by either or both parties to this Agreement, the trade secret(s) must be presented in such manner as to allow the Receiving Party an opportunity to understand that the Information is a trade secret and to refuse to accept it.

13. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and enforceable in any court of competent jurisdiction in the Commonwealth of Pennsylvania.

14. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof. This Agreement shall not be assigned or transferred by either party.


15. The parties acknowledge that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate proprietary interests of both parties and that any breach of any provision of this Agreement by a party may result in substantial and irreparable harm to the other party hereunder. Accordingly, both parties agree that damages at law may be an inadequate remedy for breach of this Agreement and that the non-breaching party may be entitled to seek injunctive relief, enjoining and restraining the other party from disclosing or using any of the non-breaching party's Information and specific performance, without the necessity of proving actual damages for any such breach. The rights set forth in this Section 11 shall be in addition to all other rights the non-breaching party may have at law or in equity.

16. Any notices required or permitted hereunder shall be given via certified or registered mail to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Notice shall be effective on the date of receipt.

17. The parties hereby agree that this Agreement may be signed and conducted by electronic means, including but not limited to accepting electronic signatures and electronic records for the formation of this contract. The parties agree that the electronic signature of a party to this Agreement shall have the same legal effect, validity and enforceability as an original signature of such party and shall be effective to bind such party to this Agreement.

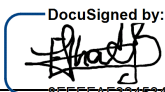
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the dates set forth below.

THE WISTAR INSTITUTE OF ANATOMY AND BIOLOGY

By: 
Heather A. Steinman, Ph.D., M.B.A.
Vice President, Business Development
Executive Director, Technology Transfer

Date: 11/15/2023

INSTITUT DE RECHERCHE ET DE DÉVELOPPEMENT DES PLANTES MÉDICINALES ET ALIMENTAIRES DE GUINÉE

By: 
Name: Baldé Elhadj Saidu
Title: Directeur General

Date: 11/14/2023