## ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN

## AND UNIVERSITY OF SOUTH ALABAMA

| In recognition of the mutual benefits derived from scholarly | y interaction, University of Sou | th         |
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| Alabama, in Mobile, Alabama, United States of America, a     | ınd                              |            |
| have agreed to establish student exchange arrangements.      | . This Addendum is made a pa     | irt of the |
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The parties anticipate engaging in collaborative and/or research activities as part of the exchange program, and therefore agree to add the following provisions to the MOU:

| Sample<br>Exchanges              | All materials exchanged under the MOU shall be clearly identified by the providing party and shall remain the property of the providing party. The receiving party agrees to: (i) <u>not</u> transfer such materials to third parties (without prior written consent of providing party); (ii) use the materials only for the agreed upon purpose; and (iii) not use in humans.  |
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| Methods<br>developed &<br>Shared | Any unpublished research and/or business methods shared between the parties shall remain confidential (unless otherwise agreed in writing by the parties or required by law). Any research and/or business methods developed jointly by the parties shall be owned equally, with each party having the right to practice such methods/techniques for non-commercial, research, and/or academic purposes.   |
| Collaborative<br>Research        | Unless otherwise agreed, each party shall provide their own funding for any research collaboration work contemplated under this MOU, <u>and</u> each party agrees to perform such work in accordance with all applicable academic standards, laws, and regulations.  |
| Intellectual<br>Property         | Rights, title, and interest in and to inventions, discoveries, and/or creations (whether patentable, copyrightable, or otherwise) arising out of the MOU fintellectual Property ´ and developed solely by D S D UtaWulty, Staff, or students shall vest solely with that party and will be subject exclusively to that S D U W \ ¶ V L Q W H O O H F WOther Owise, the parties Whall sort by burnl H Intellectual Property and agree to share any revenues resulting from commercialization of such Intellectual Property commensurate with each parties ¶3.995 (an)e7 ()5.996 q 165.071 188.57 unyrt tenrio |

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| essential means of intellectual exchange. Given the collaborative nature of this MOU, it is anticipated that the parties will publish Results in a joint |
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| publication.   |

It is understood by the parties that all terms and conditions of the existing Agreement will remain unchanged except for the specified terms and conditions as stated in this Addendum. The terms of this Addendum supersede any conflicting terms in the Agreement.