

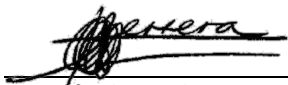
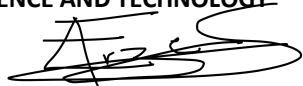
Subaward Agreement

Agreement Summary and Signature Page

This subaward agreement ("Agreement") is effective as of the last signature date below ("Effective Date") and is between **King Abdullah University of Science and Technology ("KAUST")** and **Advanced Genomics Unit**, a Unit of Cinvestav ("UGA-CINVESTAV" or "Subawardee"), hereinafter referred to respectively as "Party" or as "Parties" to this Agreement.

UGA-CINVESTAV	KAUST
Advanced Genomics Unit, Cinvestav Km 9.6 Libramiento Norte, Carretera Irapuato-León, C.P. 36824, Irapuato, Guanajuato, Mexico.	King Abdullah University of Science and Technology Office of Sponsored Research Research Services Thuwal, Jeddah 23955-6900 Kingdom of Saudi Arabia
Agreement Reference: OSR-2020-CRG9-4381.2	Agreement Action: <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment No.:
Project Title (the "Project"): <i>Mapping interactions of root stem cell regulators in vivo during wounding and phosphate deficiency</i>	Principal Investigator/Technical Officer: KAUST: Professor Ikram Blilou UGA-CINVESTAV: Professor Luis Alfredo Cruz-Ramírez
Period of performance ("Project Term"): Project Start Date: 1 April 2021 Duration (months): 36 Project End Date: 31 March 2024	Funding: Currency: \$ US Dollar Total awarded ('Project Funds'): \$ 50,000
Cinvestav Bank Details: Name of Account Holder: CENTRO DE INVESTIGACION Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITECNICO NACIONAL Bank Name: BANCO MERCANTIL DEL NORTE, S.A Address: REVOLUCION # 179, PLANTA BAJA, ZONA CENTRO, ESQ. BERRIOZABAL, IRAPUATO, GUANAJUATO, MEXICO, C.P. 36500. Account Number and Sort Code where applicable: ACCOUNT NO.: 0603838813 CLABE: 072 222 00603838813 5 SORT CODE OR ABA OR ROUTING NUMBER: 021000018 SWIFT: MEMOMXMT	<i>Cinvestav Bank Details (to be completed by Cinvestav):</i> Name of Account Holder: CENTRO DE INVESTIGACION Y DE ESTUIOS AVANZADOS DEL INSTITUTO POLITECNICO NACIONAL Bank Name: BANCO MERCANTIL DEL NORTE, S.A Address: REVOLUCION # 179, PLANTA BAJA, ZONA CENTRO, ESQ. BERRIOZABAL, IRAPUATO, GUANAJUATO, MEXICO, C.P. 36500. Account Number and Sort Code where applicable: ACCOUNT NO.: 0603838813 CLABE: 072 222 00603838813 5 SORT CODE OR ABA OR ROUTING NUMBER: 021000018 SWIFT: MEMOMXMT
Incorporated Appendices. <input checked="" type="checkbox"/> Authorized Contacts List (Schedule A) <input checked="" type="checkbox"/> Subaward Terms and Conditions (Schedule B) <input checked="" type="checkbox"/> Statement of Work (Schedule C)	<i>Items checked below are incorporated into this Agreement:</i> <input checked="" type="checkbox"/> Budget (Schedule D) <input checked="" type="checkbox"/> Reporting Template(s) (Schedule E) <input checked="" type="checkbox"/> Guidelines for Subawardees (Schedule F)

This Agreement, consisting of this signature page and the incorporated appendices marked above, embodies the entire understanding of the Parties for this Project, superseding any prior or contemporaneous representations, either oral or written regarding this matter. This Agreement can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of each Party. Each signatory below certifies that they are authorized to execute legally binding commitments on behalf of their named Party. The Parties to this Agreement agree that a copy of original signature(s), including scanned/electronic/digital signature(s), can substitute original signature(s). The Parties further waive the right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of original signature(s).

For: UGA-CINVESTAV	For: KING ABDULLAH UNIVERSITY OF SCIENCE AND TECHNOLOGY
Signature: 	Signature: 
Name, Title: Dr. Alfredo Heriberto Herrera Estrella	Name, Title: Erwan Arzel, Manager Research Services
Date: January 28, 2021	Date: Jan 27, 2021



Schedule A. Authorized Contacts List

UGA-Cinvestav	KAUST
Principal Investigator/Technical Contact: Name: Luis Alfredo Cruz-Ramírez Title: Professor Cinvestav 3A Email: alfredo.cruz@cinvestav.mx Phone: +52-46-2166-3005 Address: Molecular and Developmental Complexity Group, Km. 9.6 Libramiento Norte, Carr. Irapuato-León, 36824 Irapuato Gto. México	Principal Investigator/Technical Contact: Name: Ikram Blilou Title: Associate Professor of Plant Science Email: Ikram.Blilou@kaust.edu.sa Phone: +966-(0)12-808-2656 Address: KAUST, Ibn Al-Haytham Building (Building 2), Thuwal, Jeddah 23955-6900, Saudi Arabia
Financial Contact: Name: Karla Valdés Jiménez Title: Administrator Email: kavaldes@cinvestav.mx Phone: +52-4621663039 Address: Km 9.6 Libramiento Norte, Carretera Irapuato-León, C.P. 36824, Irapuato, Guanajuato, Mexico.	Financial Contact: Name: Adeem Zafar Title: Post-Award Manager Email: OSR.Postaward@kaust.edu.sa Phone: +966-(0)12-808-2139 Address: KAUST, Administration Building (16), Thuwal, Jeddah 23955-6900, Saudi Arabia
Contractual Contact: Name: Title: Email: Phone: Address:	Contractual Contact: Name: Linda Polik Title: Senior Awards and Contracts Specialist Email: OSR.Contracts@kaust.edu.sa Phone: +966-(0)12-808-2183 Address: KAUST, Administration Building (16), Thuwal, Jeddah 23955-6900, Saudi Arabia
Technology Transfer/Invention Disclosure: Name: Title: Email: Phone: Address:	Technology Transfer/Invention Disclosure: Name: Sean Flanigan Title: Technology Transfer Office Email: ip@kaust.edu.sa Phone: +966-(0)12-808-8316 Address: KAUST, Administration Building (16), Thuwal, Jeddah 23955-6900, Saudi Arabia
Authorized Institutional Representative: Name: Dr. Alfredo Heriberto Herrera Estrella Title: Director Email: alfredo.herrera@cinvestav.mx Phone: +52 4621663002 Address: Km 9.6 Libramiento Norte, Carretera Irapuato-León, C.P. 36824, Irapuato, Guanajuato, Mexico.	Authorized Institutional Representative: Name: Erwan Arzel Title: Manager, Research Services Email: OSR.Contracts@kaust.edu.sa Phone: +966-12-808-4941 Address: KAUST, Administration Building (16), Thuwal, Jeddah 23955-6900, Saudi Arabia

- End of Schedule A. Authorized Contacts List -

Schedule B. Subaward Terms and Conditions

1. DEFINITIONS

Terms not specifically defined in the Subaward Terms and Conditions shall have the meaning given to them in the Financial and Project Management Guidelines for Subawardees (the "Guidelines"), Schedule F.

"Background Intellectual Property" - Intellectual property that is developed prior to the Project Start Date or thereafter independently in parallel or after the Agreement without the other Party's Confidential Information.

"Confidential Information" - Information embodied in oral, written, digital, biological, chemical, or other tangible form, that is deemed confidential and/or proprietary by the disclosing party and is marked with a "Confidential" or "Proprietary" restrictive legend, or if in intangible form (i.e. oral or visual), be identified as confidential or proprietary at the time of disclosure and in writing within ten (10) days thereafter as confidential or proprietary.

"Data" - means any data of any nature, in any form, collected, generated, processed or used for or in relation to the Project, including Personal Data.

"Force Majeure" - means in relation to either Party any event or circumstance which is beyond the reasonable control of that Party and which results in or causes the failure of that Party to perform any or all of its obligations under this Agreement including act of God, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, global pandemic, strike, lockout or other industrial or student disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, prevention from or hindrance in obtaining in any way materials, energy or other supplies, explosion, fault or failure of plant or machinery (which could not have been prevented by good industry practice), governmental restraint, act of legislature and directive or legal requirement governing any Party: provided always that lack of funds shall not be interpreted as a cause beyond the reasonable control of that Party.

"Intellectual Property (IP)" - All (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), and all improvements thereto, (ii) patents, patent applications, and patent disclosures; (iii) works of authorship, copyrights, whether registered or unregistered (including copyrights in software), "moral" rights and applications for copyright registrations; (iv) confidential and proprietary information, or non-public processes, procedures, designs, drawings, specifications, technology, know-how, techniques, algorithms, databases and data collections, formulas, concepts, developments, improvements, marketing plans, ideas and technical data and information, all software; (vi) and any similar or equivalent rights to any of the foregoing, throughout the world.

"Material(s)" - means physical samples or specimens and similar items produced, developed or brought into existence as a result of research during the course of the Project for the purposes of the Project.

"Personal Data" - any information relating to an identified or identifiable natural person (**"Data Subject"**); and an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Project Intellectual Property (IP)" - Intellectual Property created, conceived, or reduced to practice in the performance of the Project.

2. MONITORING

The KAUST Principal Investigator is responsible for managing and monitoring the Project, function or research activities supported by KAUST. Subawardee is responsible for managing and monitoring the Project, function or research activities supported by Subawardee funds, which are carried out by Subawardee personnel on Subawardee premises, or subcontracted to third parties. Final decisions on the scientific issues and direction of the Project shall be made by the KAUST Principal Investigator.

3. PROJECT MANAGEMENT

Subawardee agrees to comply with all terms and provisions in the Guidelines for Subawardees. No-cost extensions are not allowed under the CRG Program.

Close liaison between the Parties will be necessary throughout the Project in order to ensure on-time completion of all tasks. The Parties shall communicate by telephone or participate in technical conferences to exchange technical data, coordinate fabrication tasks or schedules and, in general, perform necessary liaison to maintain an "on schedule" effort. The Parties shall participate in a conference call or teleconference on a mutually agreed upon schedule. Subawardee shall submit progress reports in writing to KAUST at least in 6-monthly intervals and in agreed upon formats.

4. REPORTING AND PAYMENTS

4.1 KAUST shall provide funding for the research to be carried out under the Project at Subawardee institution in accordance with this Agreement. The sole financial obligation of KAUST under this Agreement shall not exceed the amount of Project Funds indicated in the Agreement Summary, subject to the terms and conditions set forth herein. Except as set forth in the Budget, Schedule D, each Party shall bear its own costs and expenses, including travel costs and employee compensation, in connection with the Project; but in no event will one Party subsidize any extraordinary research costs of the other. No-Cost-Extensions are not allowed.

4.2 During the Project Term, lump sum payments shall be made in arrears (except for the final payment) for the costs budgeted for each Reporting Period in accordance with the approved Budget (Schedule D), based on acceptance of deliverables, progress reports and invoices submitted to OSR.PostAward@kaust.edu.sa in accordance with the Reporting Schedule in Section 4.3.

Payments under this Agreement shall be made in USD only, upon KAUST's receipt and acceptance of:

- (i) An invoice on Subawardee's institutional letterhead inclusive of banking information and signed by Authorized Institutional Representative; and
- (ii) A progress report detailing sufficient progress on research activities and Deliverables during a Project Period (which shall be validated by KAUST Principal Investigator) within 20 days of the end of each Reporting Period. If a progress report is not received within 30 days of a due date, a budget reduction penalty may apply.
- (iii) For the final payment, in addition to the requirements listed under (i) and (ii) and subject to Section 4.4 below, a final financial report is due within 45 days of the end of the Project, showing the actual costs incurred for the whole Project Term, using the combined Budget (Schedule D) and FSR (Schedule E) reporting template.

4.3 Reporting Schedule

Period	Subawardee Action	Reporting Period*	Due on or before Date
Project Period 1	Progress Report Invoice (payment = 100% budget P1)	Months 1-3	20-Jul-21
Project Period 2a	Progress Report Invoice (payment = 50% Budget P2)	Months 4-9	20-Jan-22
Project Period 2b	Progress Report Invoice (payment = 50% budget P2)	Months 4-15	20-Jul-22

Project Period 3a	Progress Report Invoice (payment = 50% budget P3)	Months 16-21	20-Jan-23
Project Period 3b	Progress Report Invoice (payment = 50% budget P3)	Months 16-27	20-Jul-23
Project Period 4a	Progress Report Invoice (payment = 50% budget P4)	Months 28-33	20-Jan-24
Project Period 1-4	Final Progress Report Final Financial Report Invoice payment based on actual cost reimbursement	Months 1-36	15-May-24

4.4 Final Payment

The Final Financial Report is based on actual cost reimbursement. For the final payment, KAUST shall reimburse the Subawardee all actual, allowable costs against the total Project Funds awarded minus any payments made previously, applicable adjustments and penalties, in the final payment. Where the amount of the corresponding total amount spent is less than the amount already paid to Subawardee, KAUST shall recover the difference. Subawardee agrees to reimburse KAUST any unspent parts of the Project Funds' actual costs already paid to Subawardee under the preceding lump sum payments, including any costs not accepted by KAUST as allowable costs.

Where KAUST receives no Final Financial Report from Subawardee by the due date in Section 4.3, KAUST may apply a penalty on the Subawardee budget.

4.5 Mandatory Requests for Prior Approvals

Prior approval by KAUST is mandatory for a change of Subawardee Principal Investigator, Statement of Work, non-budgeted equipment over \$5,000 and re-budgeting of more than 25% from the approved Project Funds in any category without an increase of indirect cost, subject to applicable restrictions as per Call for Proposals.

5. EXCHANGES AND VISITS

The Parties contemplate that each may assign personnel and/or students to the other Party's facility to participate in or observe the work being done under the Project. Unless otherwise agreed by the Parties, visiting personnel and/or their home institution are responsible for securing and paying the expenses for airfare, housing accommodation, transportation, meals, health insurance, and other expenses related to the visit. Visits are contingent on visiting personnel meeting the requirements for sponsorship under the appropriate visa and on visiting personnel meeting the host Party's ("Host") requirements for health insurance coverage.

The host Party ("Host") shall have the right to exercise routine administrative and technical oversight of the professional activities of visiting Personnel during the visit in accordance with its institutional policies; and shall have the right to approve or decline the specific personnel or students before such assignment; and shall have the right to request their removal on reasonable notice. The visiting Personnel shall fully comply with the host Party's working hours, security and safety rules and laboratory regulations and procedures, and any other applicable policies and procedures of the Host (collectively, "Host Policies and Procedures") subject to 5(a) and (b) below. If applicable, all visitors shall be expected to comply fully with any appropriate export control regulations and the conditions set forth therein.

- a) With regard to the development of any Project IP arising during the performance of the Project, if any Host Policies and Procedures conflict with this Agreement, then the terms of Section 10.2 [Project Intellectual Property] of this Agreement take precedence over such Host Policies, Procedures & Agreements.
- b) With regard to the development of Intellectual Property that is not Project IP arising during the performance of the Project or Research Results, and is developed outside the scope of this Project, all terms of a host organization's Host Policies and Procedures will apply and will take precedence over this Agreement.

6. TRANSFER OF MATERIALS

- 6.1 Each Party ("sending Party") may provide to the other ("receiving Party") certain scientific and experimental research Material as part of their collaboration under the Project.
- (i) Material shall be used by the receiving Party with prudence and appropriate caution.
 - (ii) The sending Party provides the Material on an "as is basis" without any warranty of merchantability, fitness for a particular purpose, utility, efficacy, non-toxicity or safety, or any other warranty, express or implied. The sending Party makes no representation that receiving Party's use of the material will not infringe a patent or other proprietary right of a third party.
 - (iii) The sending Party represents that it will obtain the approval of its institutional ethics review board where applicable before sending Material to the receiving Party.
 - (iv) The receiving Party may use the Material and results therefrom only during the course of the Project and for the Project, and only under the supervision of the receiving Party's Principal Investigator on the receiving Party's facilities.
 - (v) Each Party represents that it will obtain the approval of its institutional ethics review board where applicable. Unless specified or agreed in writing, the receiving Party may not use the Material and results therefrom in humans, including for purposes of diagnostic testing.
- 6.2 Material created or developed jointly by the Parties under the Project will be owned jointly by the Parties.
- 6.3 Research Results from Material provided under this Section 6 shall be shared by the Parties who each shall have an unrestricted right to use such research results for its own internal research and teaching purposes during and after this Agreement. Tangible Research Results shall be produced in a reasonable number of samples and transferred to the receiving Party by the generating Party as soon as the results have been generated.
- 6.4 This Section 6 may be superseded by a separate Material Transfer Agreement if Material is subject to different or additional terms and conditions.

7. EXPORT CONTROL

The Parties are responsible for conducting a thorough review of the Project to determine whether and how the Project is impacted by relevant governmental export regulations. Prior to commencing any research activities, the Parties are responsible for reviewing their respective research activities to determine whether their research is potentially subject to any national or international governmental export control regulations; re-evaluating export control determinations before changing the scope or adding new personnel to the Project in order to ascertain whether such changes alter the initial determinations; and obtaining applicable export control determinations far enough in advance to obtain an authorization, should one be required. Each Party shall be responsible for obtaining the required authorizations for conducting an export or re-export of items to the other Party.

Each Party shall reasonably cooperate with and exercise reasonable efforts to support the other Party in obtaining any necessary export or re-export licenses or authorizations. If either Party provides the other Party with any export controlled items requiring compliance with an export license, the sending Party will notify and provide appropriate written instructions (e.g., Commerce Control List designations, reasons for control, countries for which an export license is required) to the receiving Party's Contractual Contact (as named on Authorized

Contacts List in Schedule A). The receiving Party shall not be required to take any action for which it has not received express written instruction from the sending Party. The sending Party shall provide instructions on items to be sent in conjunction with this Project, and in particular shall provide the applicable export classification numbers.

8. CONFIDENTIALITY

Each Party shall disclose their Confidential Information to the other Party in writing, marked "Confidential." If Confidential Information is provided orally, visually or in another non-tangible form, the Confidential Information will be reduced to written form, marked "Confidential", and submitted to the receiving party within ten (10) days of the disclosure. The receiving Party shall a) use reasonable means to protect the confidentiality of Confidential Information, which are at least as diligent as the means used to safeguard its own Confidential Information; b) use such Confidential Information solely for the purpose of carrying out the Project; and c) not disclose such Confidential Information to any third party except authorized representatives of a Party who have a need to know and are engaged to assist in carrying out the Project and who are bound by confidentiality obligations at least as restrictive as those contained herein.

Specifically excepted from Confidential Information is all information that is: (a) known by the receiving Party at the time of disclosure without an obligation of confidence; (b) publicly disclosed except by breach of this Agreement; (c) rightfully received by the receiving Party from a third party without an express obligation of confidence; (d) independently developed by the employees or agents of either Party without any knowledge of the Confidential Information provided by the other Party; or (e) required to be disclosed by law or judicial action. This provision shall remain in effect for a period of 5 years after expiration or termination of the Project.

9. PUBLICATIONS AND PUBLICITY

- 9.1 The Parties encourage Scholarly Works arising from the performance of the Project. All such Scholarly Works by Subawardee or Subawardee Personnel will contain the following acknowledgment: *"This publication is based upon work supported by the King Abdullah University of Science and Technology (KAUST) Office of Sponsored Research (OSR) under Award No. OSR-2020-CRG9-4381"*.
- 9.2 Each Party shall provide a copy of any proposed publication or presentation to the non-publishing Party's Technology Transfer Contact (as named on Authorized Contacts List in Schedule A) for review and comment at least thirty (30) days prior to submission to a publisher thereof, or, no later than sixty (60) calendar days before any public disclosure of any Project IP. If the non-publishing party determines that the proposed publication or presentation contains subject matter requiring patent protection or removal of Confidential Information, the publishing party shall delay publication or presentation for up to an additional sixty (60) days to allow the non-publishing Party to preserve or protect its Intellectual Property Rights.
- 9.3 Neither Party will use the other Party's name, insignia, trademark or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent; except that either Party may identify the collaboration for its own internal reporting and compliance purposes. Prior to any public event or activity, Subawardee must submit a request for publicity to Global.PR@kaust.edu.sa for review and approval by KAUST's Department of Marketing and Communications.

10. INTELLECTUAL PROPERTY

- 10.1 Background Intellectual Property. Neither Party will have access or rights to the other Party's Background IP except as set forth in this Section 10.1. KAUST and Subawardee will disclose to each other their respective Background IP that is known to be needed by the other Party for purposes of the Parties' collaboration under this Agreement. Such Background IP is disclosed in the Statement of Work. The absence of disclosure of Background IP in the Statement of Work shall not negate the obligation to subsequently disclose Background IP that is known to be needed by the other Party for purposes of the Parties' collaboration under this Agreement. Each Party grants

to the other, for the term of this Agreement, a royalty-free, non-exclusive, non-transferable, non-sublicensable license to use Background IP disclosed under this Section 10.1, solely for purposes of collaborative research under the Project and for no commercial or other purpose.

- 10.2 Project Intellectual Property. As between the Parties, KAUST will solely own Project IP created, conceived, or reduced to practice solely by KAUST or KAUST Personnel ("KAUST IP"); and Subawardee will solely own Project IP created, conceived, or reduced to practice solely by Subawardee or Subawardee Personnel ("Subawardee IP"). The Parties will jointly own Project IP that is created, conceived, or reduced to practice (a) jointly by the Parties; (b) solely by Subawardee or Subawardee Personnel with more than incidental use of KAUST's facilities; or (c) solely by KAUST or KAUST Personnel with more than incidental use of Subawardee's facilities ("Joint IP"). Each Party grants the other Party a non-exclusive, royalty-free license, without right to sublicense, to its Project IP solely for the other Party's internal, non-commercial research and teaching purposes.
- 10.3 Disclosure and Reporting of Project Intellectual Property. Each Party will disclose Project IP to their respective Technology Transfer Contact (as named in Authorized Contacts List in Schedule A) promptly following its creation, conception, or reduction to practice, for up to two (2) years after the Project End Date if arising from the Project. Each Party will deliver copies in English of all Project IP disclosures that it receives, to the other Party no later than thirty (30) calendar days after the date the Party received the particular Project IP disclosure, but in no event later than sixty (60) calendar days before any public disclosure of any such Project IP, including disclosure in a scholarly publication. Each Party will maintain the confidentiality of the Project IP disclosures. This clause shall survive for a period of two (2) years following the expiration or termination of this Agreement.
- 10.4 Management of Joint Intellectual Property. Promptly following receipt of a Project IP disclosure describing Project IP that is Joint IP, the Parties will enter into a written Intellectual Property Management Agreement ("IPMA") with respect to such Joint IP; provided, however, that the Parties may mutually agree in writing to waive an IPMA for such Joint IP in which case each Party may exercise its lawful ownership right to Joint IP. Prior to execution of an IPMA (unless the Parties have agreed in writing that no IPMA is needed), neither Party may practice, otherwise exploit, make, use, sell, offer to sell, import, license, encumber, and/or otherwise transfer any Joint IP for any purpose unless (a) the other Party consents to such activity in writing; or (b) the purpose is for a Party's own internal, non-commercial research and education activity.

Unless otherwise agreed by the Parties on a case-by-case basis, leadership for the evaluation of Joint IP, its protection and the related licensing activities should be attributed either to the institution having contributed most to the Joint IP concerned, or to the Party having the best potential to commercialize Joint IP, or to the Party which is the employer of inventor(s) or author(s) willing to develop a start-up company based on such Joint IP. All royalty and licensing income from Joint IP will be shared by KAUST and Subawardee as set forth in the IPMA, taking into consideration each Party's intellectual, financial, administrative, technology transfer, and other contribution to such Joint IP.

- 10.5 Data Management. Any Data or Personal Data provided by a Party (the "**Data Provider**") and used by another Party (the "**Data Processor**") directly or indirectly in the performance of the Project shall remain at all times the property of the Data Provider. The Data and Personal Data shall be identified, clearly marked and recorded as such by the Data Provider on all media and in all documentation. The Data Provider grants to the Data Processor a non-exclusive license to use the Data for the purposes of carrying out the Project and for internal, non-commercial research and teaching purposes.

Any Data created by a Party (the "**Originating Party**") in the performance of the Project will be owned solely by the Originating Party. The Originating Party grants to the other Party a non-exclusive license to use the Data for the purposes of carrying out the Project and for internal, non-commercial research and teaching purposes. Any other Party or any third party request for the Originating Party's Data, including for the purposes of commercial use, shall be referred to the Originating Party, and the Originating Party shall determine the terms of access to its Data at its absolute discretion.



Any database created in relation to or for the purposes of this Project shall be designed in its organizational structure in such a way that it meets data protection requirements in accordance with the applicable laws, and the Originating Party's policies, procedures and guidelines.

Personal Data shall be anonymized before being transferred to the Data Processor, so that the Data Processor is unable to identify any Data Subjects. The Data Provider shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Data and Personal Data to the Data Processor for the duration and purposes of this Agreement.

The Data Processor shall have in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures.

10.6 Confirmation of Rights. The Parties will ensure that the Intellectual Property rights of each Party pursuant to this Agreement are acknowledged and complied with by their personnel, students and their Subawardees, and each Party will secure from its personnel, students and its Subawardees such rights sufficient to fulfill its obligations under this Agreement.

11. RECIPIENTS FOR NOTICES

Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and delivered to the other Party at the address and marked for the attention of the Contractual Contact as named in the Authorized Contacts List in Schedule A. All such notices will be served either (i) by hand or by courier (paid by the Party serving the notice) and shall be deemed to have been served when delivered; or (ii) in digital format sent by electronic mail and shall be deemed to be received on the Calendar Day of such transmission.

12. NO WARRANTY

Although the Parties will use reasonable endeavors to carry out the Project in accordance with the Statement of Work, the Parties make no representation that any research will lead to any particular result, nor do they guarantee a successful outcome to the Project. Neither Party makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any Project IP, Research Result or Background IP in connection with the Project, will not constitute or result in any infringement of third party rights. Research materials, Background Intellectual Property, Project IP and Research Results are provided by the Parties without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied.

13. LIMITATION OF LIABILITY & INDEMNIFICATION

- 13.1 Except for the express undertakings and warranties set forth by the Parties in this Agreement, all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way, are excluded to the fullest extent permitted by law.
- 13.2 Neither Party will have liability to the other Party for any claim, loss, damage, or injury incurred under this Agreement or otherwise in connection therewith, other than for each Party's obligations stated in this Agreement.
- 13.3 Neither Party will be liable to the other with respect to any subject matter of the Agreement for special, indirect, incidental, consequential, or punitive damages, or for any lost profit, revenue, data, or opportunity, whether direct or indirect, under any contract, negligence, strict liability or other legal or equitable theory,



even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

- 13.4 Each Party will indemnify, hold harmless, and defend the other, and their respective successors and assigns, from and against third party claims, demands, actions, liabilities, damages, and expenses resulting therefrom, arising out of, or related to, the indemnifying Party's negligence or willful misconduct in connection with this Agreement, breach of this Agreement, or non-compliance with applicable law.

14. TERMINATION

Either Party may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to the other Party. Any payment of costs incurred after termination follows the Guidelines, Part III.G.2.

15. SETTLEMENT OF DISPUTES

- 15.1 The Parties shall act in good faith to amicably resolve any dispute between them. The Party raising a dispute shall promptly provide notice to the other Party in writing that describes in reasonable detail the nature of the dispute. Within 21 days after the recipient has received such notice, each Party shall select for itself a representative with the authority to bind such Party, and shall advise the other Party in writing of the name and title of such representative. The representatives of the Parties shall meet as soon as practicable and make good faith attempts to resolve the dispute. Any dispute not resolved within 90 days after date of claim shall be submitted to binding arbitration.
- 15.2 Any dispute, controversy or claim arising out of or relating to construction, performance or breach of this Agreement that is not settled by the Parties in accordance with Section 15.1, shall be referred to binding arbitration for final resolution under the CEDR Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator. The seat of the arbitration shall be London (UK) and the language of the arbitration shall be English. The Parties shall not appeal.

16. GOVERNING LAW

This Agreement is made under and shall be construed according to the laws of England and Wales, without reference to conflicts of law provisions or principles.

17. EVENTS OF FORCE MAJEURE

Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from any event of Force Majeure. The Party affected by an event of Force Majeure shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

If a Party is prevented from performing a material obligation under this Agreement by any event of Force Majeure for a continuous period of 90 days or more, then the other Party shall be entitled to either suspend or terminate this Agreement with immediate effect by giving notice in writing. Neither Party shall be liable to the other for such suspension or termination. If a Force Majeure event affects the Project for more than 90 days, KAUST may decide, at its sole discretion, to issue a no-cost extension to the Subawardee in justified circumstances.

18. SURVIVABILITY

All provisions of this Agreement, or any IPMA, patent or patent application in place, that by their terms require any performance following termination or expiration of this Agreement shall survive such termination or expiration.

19. SEVERABILITY

Should any term of the Agreement be determined to be unlawful by a court of law or adjudicative body with jurisdiction over the Parties, the remaining terms and conditions of the Agreement shall continue to remain in force and effect and shall be interpreted so as to give the best effect to the original intentions of the Parties.

20. ASSIGNMENT

The Parties agree that this Agreement is a project for collaborative research carried out by KAUST and the Subawardee's key personnel and is not assignable, whether by operation of law or otherwise, in whole or in part without the prior express written consent of the other Party. Assistance provided to and under the direction and control of the Parties' key personnel by students and laboratory personnel shall not be considered assignments. Wrongful assignment shall be a material breach of this Agreement. Delegation of rights under this Agreement shall be subject to the same procedure and consequences as assignment.

21. NO AGENCY

Subawardee shall be treated as an independent contractor for the purposes of this Project. Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between KAUST and Subawardee. No employee of KAUST or Subawardee shall be considered to be an employee of the other, and neither KAUST nor Subawardee shall enter into any contract or agreement with a third party that purports to obligate or bind the other. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

22. WAIVER OF RIGHTS

If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

- End of Schedule B. Subaward Terms and Conditions -

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