**MATERIAL TRANSFER AGREEMENT**

**(For Distribution)**

 Institute of Science Tokyo (**“Provider”**), 　　　　　　　　　　　 (**“Recipient”**), and the investigator belonging to the **Recipient** (**“Recipient’s Investigator”**), agree to the following terms and conditions with respect to the provision of the following research material (**“Research Material”**) by the **Provider** to the **Recipient**:

**Research Material**: \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

1. This **Research Material** may not be used in human subjects. The **Research** **Material** will only be used for research purposes by **Recipient’s Investigator** in her or his laboratory, for the research project described below, under suitable containment conditions. This **Research Material** will not be used by for-profit recipients for screening or sale, for which a commercialization license may be required. **Recipient** agrees to comply with all relevant laws, regulations and guidelines applicable to the **Research Project** and the handling of the **Research Material**.
2. This Research Material will be used by Recipient’s Investigator solely in connection with the following research project (“Research Project”) described with specificity as follows (use an attachment page if necessary):

1. In all oral presentation or written publications concerning the **Research Project**, **Recipient** will acknowledge **Provider**’s contribution of this **Research Material** unless requested otherwise. To the extent permitted by law, **Recipient** agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of **Provider**’swritten information about this **Research Material** that is marked **“CONFIDENTIAL”** **(“Confidential Information”)**, except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures of Confidential Information from **Provider** to **Recipient** shall be identified as being **CONFIDENTIAL** at the time of disclosure and described by written notice delivered to Recipient. Recipient may publish or otherwise publicly disclose the results of the **Research Project**, but if **Provider** has given Confidential Information to Recipient such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any Confidential Information.
2. This **Research Material** represents a significant investment on the part of **Provider** and it is considered proprietary to **Provider**. **Recipient’s Investigator** therefore agrees to retain control over the **Research Material** and further agrees not to transfer the **Research Material** to other people not under her or his direct supervision without advance written approval of **Provider**. **Provider** reserves the right to distribute the **Research Material** to others and to use it for its own purposes. When the **Research Project** is completed, the **Research Material** will be destroyed or returned to Provider, if directed by **Provider**.
3. This **Research Material** is provided as a service to the research community. It is being supplied to **Recipient** with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. **Provider** makes no representations that the use of the **Research Material** will not infringe any patent or proprietary rights of third parties.
4. **Recipient** shall bear the costs and expenses related to the provision of the **Research Material** by **Provider**.
5. **Recipient** and **Recipient’s Investigator** acknowledge that the **Research Material** is or may be the subject of a patent application. This agreement does not grant **Recipient** or **Recipient’s Investigator** any license under a patent or any other intellectual property right concerning this **Research Material**.
6. When **Recipient** and **Recipient’s Investigator** seeks to obtain an intellectual property right, such as a patent, with respect to any research product obtained through the use of the **Research Material**, they will first report to **Provider** and comply with a separate agreement in relation thereto.
7. **Recipient** or **Recipient’s Investigator** assumes all liability for claims against **Recipient**, **Recipient Investigator** and **Provider** by the third party for infringement of any patent, copyright, trademark or other intellectual property right, which may arise from the use, storage or disposition of the **Research Material** by **Recipient** or **Recipient’s Investigator**, except where the dispute arises from the gross negligence or willful misconduct of **Provider**.
8. **Recipient** or **Recipient’s Investigator** acknowledges that the **Research Material** may have defective, hazardous or faulty properties and that **Recipient** or **Recipient’s Investigator** assumes all liabilities for any consequences resulting from the use of the **Research Material.**
9. In connection with the **Research Material**, the research environment and experimental protocols must be in conformity with relevant laws, regulations and guidelines, and the **Research Material** must be dealt with in compliance with all laws and regulations. **Recipient** or **Recipient’s Investigator** shall, when necessary, take any steps or procedures to comply with legal requirements for the handling of the **Research Material**.
10. Both parties shall discuss to reach an amicable resolution of any accidents that occur during shipment of the **Research Material**.
11. When **Recipient** or **Recipient’s Investigator** is in breach of this agreement, this agreement becomes null and void. Furthermore, **Provider** may terminate the subsequent use by **Recipient** or **Recipient’s Investigator** of the **Research Material**.
12. This agreement will terminate at the earliest of the following periods:
	1. on completion of the **Recipient**’s current research use of the **Research Material**;
	2. on the thirtieth(30th) day of a written notice from either party to the other,

or

* 1. three(3) years from the date of **Provider**’s execution of this agreement.

When termination occurs, **Recipient** or **Recipient’s Investigator** will discontinue the use of the **Research Material** and will return or destroy any remaining **Research Material**.

1. Both parties shall discuss in good faith to reach an amicable resolution of matters that arise in connection with the performance hereof as well as matters that are not expressly set forth in this agreement.
2. Any suit or action concerning this agreement shall fall within the jurisdiction of the Tokyo District Court, Japan. This agreement shall be governed by the law of Japan.

**Recipient** and **Provider** do hereby sign two original copies of this agreement and each party holds one signed copy.

**Provider**

Organization: Institute of Science Tokyo

Complete address: 2-12-1 Ookayama, Meguro-ku Tokyo, 152-8550, JAPAN

Telephone number: 03-5734-3819 FAX number: 03-5734-2482

Name of authorized representative: Naoto Ohtake

Title: President and Chief Executive Officer

Signature:

Date:

**Provider’s Investigator**:

Name:

Title:

Signature:

Date:

**Recipient**

Organization:

Complete address:

Telephone number:

Name of authorized representative:

Title:

Signature:

Date:

**Recipient’s Investigator**:

Name:

Title:

Signature:

Date: