MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (“Agreement”), made and entered into on xxxxxxxx xx. 20xx by and between Institute of Science Tokyo (“Provider”), a national university corporation organized and existing under the laws of Japan having its principal place of business at 12-1, Ookayama 2-chome, Meguro-ku, Tokyo 152-8550, Japan, and xxxxxxxxxxxx (“Recipient”), a corporation organized and existing under the laws of xxxxxxxx with its principal place of business at xxxxxxxxxxxxx xxxxxxxxxxxxx xxxxxxxxxxxxx xxxxxxxxxxxxx) and the investigator associated with the Recipient (“Recipient’s Investigator”) agree to the following terms and conditions with respect to Provider’s provision of the research material (“Research Material”) defined in Appendix attached hereto to Recipient:

1. As a price for the Research Material, Recipient shall, immediately after execution of this Agreement, pay to Provider xxxxxxxx (including Japanese consumption tax, if applicable) to the bank account to be designated by Provider. Moreover, Recipient shall bear all the cost of provision of the Research Material by Provider to Recipient.
2. The Research Material shall not be used in human subjects. The Research Material shall be used only for research purposes by Recipient’s Investigator in her or his laboratory for performance of the research project (“Research Project”) defined in Appendix attached hereto under suitable containment conditions. The Research Material shall not be used by Recipient for-profit for screening or sale for which a commercialization license is to 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.
3. In any oral presentation or written publications concerning the Research Project, Recipient shall, unless otherwise requested by Provider, acknowledge Provider’s contribution of this Research Material to the Research Project. 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’s written information about the Research Material that is marked “Confidential” except for information that is already known to Recipient at the time of disclosure thereof or that becomes publicly available after disclosure thereof without default of Recipient. Any oral disclosure of information from Provider to Recipient shall be identified as “Confidential” by written notice to be delivered by Provider to Recipient.
4. The Research Material represents a significant investment on the part of Provider and is at all times 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 prior written consent of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes.

1. The Research Material shall be supplied by Provider to Recipient with no warranties, whether 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.
2. Recipient and Recipient’s Investigator acknowledge that the Research Material is or may be the subject to a patent application. This Agreement shall not be construed to grant Recipient or Recipient’s Investigator any license under a patent or any other intellectual property right in connection with the Research Material.
3. In case Recipient or Recipient’s Investigator seeks to obtain a patent, copyright, trademark or any other intellectual property right with respect to any research product obtained through the use of the Research Material, they shall first report it to Provider and comply with a separate agreement in relation thereto.
4. Recipient or Recipient’s Investigator assumes all liability for claims against Recipient, Recipient Investigator or Provider by any third party for infringement of its patent, copyright, trademark or any other intellectual property right, which may arise from the use, storage or disposition of the Research Material by Recipient or Recipient’s Investigator except the case where the dispute arises from the gross negligence or willful misconduct of Provider.
5. 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.
6. In connection with the Research Material, the research environment and experimental protocols shall be in conformity with relevant laws, regulations and guidelines, and the Research Material shall be dealt with in compliance with all laws and regulations. Recipient or Recipient’s Investigator shall, if necessary, take any steps or procedures to comply with legal requirements for the handling of the Research Material.
7. When Recipient or Recipient’s Investigator is in breach of this Agreement, Provider may forthwith terminate this Agreement. Furthermore, Provider may terminate the subsequent use by Recipient or Recipient’s Investigator of the Research Material.
8. This Agreement terminates at the time of occurring of the followings:
   1. completion of the Research Project;
   2. thirty (30) day prior written notice from one party to the other party, or
   3. lapse of three (3) years from the date of the execution of this Agreement.

In case termination of this Agreement occurs, Recipient or Recipient’s Investigator shall discontinue the use of the Research Material and shall return or destroy any remaining Research Material.

1. This agreement shall be governed by the law of Japan. Any suit or action concerning this agreement shall fall within the jurisdiction of the Tokyo District Court, Japan.

Recipient and Provider have caused this Agreement to be signed by their respective duly authorized representatives on the date first above written.

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| National University Corporation Institute of Science Tokyo  Naoto Ohtake  President and Chief Executive Officer  Date | Xxxxxxxxxxxx  Xxxxxx xxxxxxx  Xxxxxxxx xxxxxxxxx  Date |

|  |  |
| --- | --- |
|  | Recipient’s Investigator  Xxxxxx xxxxxxx  Xxxxxxxx xxxxxxxxx  Date |

Appendix

1. Research Material

2. Research Project