**Material Transfer Agreement**

In response to the (“RECIPIENT”)’s request for the xxx(“ORIGINAL MATERIAL”) to be used for the purpose　of  , the Institute of Science Tokyo (“PROVIDER”) asks that the RECIPIENT and the RECIPIENT Scientist agree to the following before the RECIPIENT receives the MATERIAL:

1. Definitions：
2. ORIGINAL MATERIAL: The description of the material being transferred will be specified above.
3. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
4. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
5. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
6. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

2. The MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

3. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

4. The MATERIAL will be used for teaching or not-for-profit research purposes only and shall not analyze the structure of or reverse engineer the MATERIAL in any way.

5. The MATERIAL and the MODIFICATIONS will not be further distributed to others without the prior PROVIDER's written consent.

6. If the RECIPIENT and/or the RECIPIENT Scientist discovers, creates or derives new material or invention through the use of the MATERIAL and/or the MODIFICATIONS (hereinafter "INVENTION"), RECIPIENT shall comply with the following conditions:

a. notice to the PROVIDER promptly

b. the ownership of and how to manage the intellectual property rights to the INVENTION will be negotiated in good faith by the PROVIDER and the RECIPIENT.

c. others ( )

7. The RECIPIENT agrees to comply with the following conditions in any publications reporting use of MATERIAL:

a. to acknowledge the source of the MATERIAL.

b. referring the following paper,

 ( )

c. others ( )

8. Except as provided in this Agreement, the PROVIDER shall retain ownership of all right, title and interest in the MATERIAL, including such MATERIAL contained or incorporated in the MODIFICATIONS.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FOR MATERIAL AND MODIFICATIONS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL AND MODIFICATIONS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL and MODIFICATION except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.

10. Both parties shall not disclose or divulge Confidential Information to any third party. “Confidential Information” shall mean any information related the MATERIAL and MODIFICATION disclosed by the other party. Confidential Information under the previous clause shall not include information that a receiving party can establish by written documentation:

 (i) was publicly known and available in the public domain prior to the time of disclosure to the Receiving party;

 (ii) becomes publicly known and available in the public domain after disclosure to a receiving party through no action or inaction of a receiving party;

 (iii) was in the possession of a receiving party, without confidentiality restrictions, at the time of disclosure by a disclosing party;

 (iv) was received by a receiving party in good faith from the third party lawfully in possession thereof and having no obligation to keep such information confidential;

 (v) was independently developed by a receiving party without use of or reference to a disclosing party’s Confidential Information.

11. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

12. The ORIGINAL MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs.

13. The laws of Japan govern all matters arising out of or related to this Agreement. Any dispute arising out of or pertaining to this Agreement, which cannot be settled through amicable negotiation, will be finally resolved by binding arbitration, the place of which shall be in the country of the party to whom the demand for arbitration is addressed.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST shall sign both copies of this Agreement and will be considered executed by a party when the signature of such party is delivered physically or by email or electric signature to the other party or parties, as appropriate. The parties agree that any signature delivered by email or electric signature shall have the same force and effect as an original signature. The PROVIDER will then send the MATERIAL.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

PROVIDER Scientist:

PROVIDER Organization: Institute of Science Tokyo

Address: 12-1, Ookayama 2-chome, Meguro-ku, Tokyo 152-8550, Japan

Name of Authorized Official: Naoto Ohtake

Title of Authorized Official: President and Chief Executive Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Provider’s Authorized Official Date

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

RECIPIENT Scientist:

RECIPIENT Organization:

Address:

Name of Authorized Official:

Title of Authorized Official:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of RECIPIENT’s Authorized Official Date

Certification of RECIPIENT Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECIPIENT Scientist Date