**Material Transfer Agreement**

Wakayama Medical University (hereinafter referred to as “**PROVIDER**”) and \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**RECIPIENT**”) agree to the following terms and conditions with respect to the material transfer from the **PROVIDER** to the **RECIPIENT**.

**I. Definitions:**

1. **PROVIDER**: Organization providing the **MATERIAL.** The name and address of this party will be specified in Attachment A.

2. **PROVIDER SCIENTIST**: The name and title of this person will be specified in Attachment A.

3. **RECIPIENT**: Organization receiving the **MATERIAL**. The name and address of this party will be specified in Attachment A.

4. **RECIPIENT SCIENTIST**: The name and title of this person will be specified in Attachment A.

5. **MATERIAL**: The description of the material being transferred is specified in Attachment B.

**II. Terms and Conditions of this Agreement:**

1. The **PROVIDER** shall provide the **MATERIAL** for the **RECIPIENT** in accordance with the conditions (including quantity and price) specified in Attachment B.

2. The **RECIPIENT** and the **RECIPIENT SCIENTIST** agree that the **MATERIAL:**

(i) is to be used solely for not-for profit research purposes specified in Attachment B;

(ii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

(iii) is to be used only at the **RECIPIENT** organization and only in the **RECIPIENT** **SCIENTIST's** laboratory under the direction of the **RECIPIENT SCIENTIST** or others working under his/her direct supervision; and

(iv) will not be transferred to anyone else within the **RECIPIENT** organization without the prior written consent of the **PROVIDER**.

3. The **RECIPIENT SCIENTIST** agrees to acknowledge the source of the **MATERIAL** in any publications reporting use of it.

4. The **RECIPIENT** agrees to notify the **PROVIDER** upon filing patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **MATERIAL**.

5. Upon expiration of the effective period of this Agreement or completion of the RECIPIENT’s current research, or the **RECIPIENT SCIENTIST** will move to another organization, the **RECIPIENT SCIENTIST** will return or destroy any remaining **MATERIAL**.

6. 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. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE **MATERIAL** WILL NOR INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

7. Except to the extent prohibited by law, the **RECIPIENT** assumes all liability for damages which may arise from its use, storage or disposal of the **MATERIAL**. The **PROVIDER** will not be liable to the **RECIPIENT** for any loss, claim or demand made by the **RECIPIENT**, or made against the **RECIPIENT** by any other party, due to or arising from the **MATERIAL** by the **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **PROVIDER**.

8. The **RECIPIENT** agrees to bear the shipping costs of the **MATERIAL**.

9. The **RECIPIENT** agrees to use the **MATERIAL** in compliance with all applicable laws, rules and regulations of Japan and other countries.

In witness whereof, the parties hereto have caused this agreement to be executed by their representatives in duplicate, each party retaining one (1) copy thereof respectively.

**PROVIDER**

Name:

Title: President, Wakayama Medical University

Signature:

Date:

**RECIPIENT**

Name:

Title:

Signature:

Date:

**Attachment A**

1. PROVIDER

Name: Wakayama Medical University

Address: 811-1, Kimiidera, Wakayama-shi, Wakayama 641-8509, Japan

2. PROVIDER SCIENTIST

Name:

Title:

Signature:

Date:

3. RECIPIENT

Name:

Address:

4. RECIPIENT SCIENTIST

Name:

Title:

Signature:

Date:

**Attachment B**

|  |  |  |
| --- | --- | --- |
| MATERIAL | Name |  |
| Description |  |
| Quantity |  |
| Purpose of Use |  | |
| Price | 0 JPN (\ 0) | |
| Effective Period |  | |

※成果有体物自体または成果有体物の提供に関連して開示する技術情報等が秘密保持の対象である場合は、以下の条項を追記してください。

X. The **RECIPIENT** shall not disclose the **MATERIAL** and the confidential information of the **PROVIDER** relating to the **MATERIAL** to any third parties during the effective period and for \_\_\_\_\_ (\_) years after the end of the effective period; provided, however, that these confidential obligations shall not apply to any information that:

(i) was already known to or in the possession of either the **RECIPIENT** or the **RECIPIENT SCIENTIST** prior to its receipt from the **PROVIDER**;

(ii) becomes known to the public other than through the fault or negligence of the **RECIPIENT** or the **RECIPIENT SCIENTIST** after the disclosure by the **PROVIDER**;

(iii) was obtained prior consent of the **PROVIDER**;

(iv) was obtained by the **RECIPIENT** from a third party other than the **PRIVIDER**, which was disclosed to the **RECIPIENT** without any confidentially obligation; or

(v) was independently developed by the **RECIPIENT** or the **RECIPIENT SCIENTIST**.