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

3. **ORIGINAL MATERIAL**: The description of the material being transferred is specified in Attachment A.

4. **MATERIAL**: **ORIGINAL MATERIAL**, **PROGENY**, and **UNMODIFIED DERIVATIVES**.

5. **PROGENY**: Unmodified descendant from the **MATERIAL**, such as virus from virus, cell from cell, or organism from organism.

6. **UNMODIFIED DERIVATIVES**: Substances created by the **RECIPIENT** which constitute an unmodified functional subunit or product expressed by the **ORIGINAL** **MATERIAL**. Some examples include but are not limited to: 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.

**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 A.

2. The **PROVIDER** retains ownership (including, but not limited to, ownership of intellectual property rights) of the **MATERIAL**, including any **MATERIAL** contained or incorporated in **MODIFICATIONS**.

3. The **RECIPIENT** agrees that the **MATERIAL:**

(i) is to be used solely for the purposes specified in Attachment A;

(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 place specified in Attachment A;

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

(v) will be return or destroy upon expiration of the effective period of this Agreement.

4. 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** prior to its receipt from the **PROVIDER**;

 (ii) becomes known to the public other than through the fault or negligence of the **RECIPIENT** 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**.

5. The **RECIPIENT** agrees to notify the **PROVIDER** upon publication of the result use of the **MATERIAL** and agrees to acknowledge the source of it.

6. The **RECIPIENT** agrees to notify the **PROVIDER** upon filing a patent application(s) claiming inventions made by the **RECIPIENT** through the use of the **MATERIAL**. If the inventions are made as a result of the collaborative efforts of the **PROVIDER** and the **RECIPIENT**, joint ownership may be negotiated.

7. 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.

8. 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**.

9. The effective term of this Agreement shall be the period specified to Attachment A. The provisions of Article 2, 4, 5, 6, 7 and 8 shall remain in effect after the termination of this Agreement for the period as set forth in each of these provisions or until all the respective subject matters therein cease to exist.

10. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of Japan, without reference to principles of conflicts of law. Any dispute arising from this Agreement which cannot be resolved by good-faith negotiations and efforts between the Parties may be submitted by either Party to the Wakayama District Court as the competent court of the exclusive original jurisdiction.

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**

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| --- | --- | --- |
| MATERIAL | Name |  |
| Description |  |
| Quantity |  |
| Purpose of Use |  |
| Place of Use |  |
| Price |  |
| Effective Period |  |