

MATERIAL TRANSFER AGREEMENT

OSAKA UNIVERSITY of PHARMACEUTICAL SCIENCES (“PROVIDER”) and ○○○○ (“RECIPIENT”) agree to the following terms and conditions with respect to the material transfer from the provider to the recipient.

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 PROGENY, and UNMODIFIED DERIVATIVES. The PROVIDER does not claim ownership of MODIFICATIONS created as a result of the RECIPIENT’s research with the MATERIAL, however, the PROVIDER retains ownership of any forms of the MATERIAL contained or incorporated in the MODIFICATIONS.
3. The RECIPIENT agrees that the MATERIAL :
 - (a) is to be used solely for the purposes specified in Attachment A ;
 - (b) will not be used in human subjects, or in clinical trials ;
 - (c) is to be used only at the RECIPIENT organization ; and
 - (d) will not be transferred to any third party for any purpose whatsoever without the prior written consent of the PROVIDER.
4. Relevant information, which is disclosed by the PROVIDER to the RECIPIENT in association with the MATERIAL, ("Information") shall be kept confidential and shall not be disclosed to any third party. The RECIPIENT shall not use the Information in any way except for the purpose specified herein. However, Information does not include information that :
 - (a) can be demonstrated to have been known by the RECIPIENT at the time of the disclosure ;
 - (b) becomes part of the public domain, except by breach of this Agreement by the RECIPIENT ;
 - (c) is rightfully received by the RECIPIENT from a third party without an obligation of confidentiality ;
 - (d) is independently developed by the RECIPIENT’S personnel who have not had access to Information as demonstrated by competent written proof ; or
 - (e) is required to be disclosed under applicable laws, regulations or orders of any governmental authority.

5. The MATERIAL is experimental in nature and shall be used with prudence and appropriate caution, since not all of its characteristics are known. THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTIES THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.
6. 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 use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
7. The RECIPIENT agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications, and to promptly provide copies of all publications based on research using the MATERIAL to the PROVIDER.
8. The PROVIDER grants to the RECIPIENT no rights other than those specifically set forth in this Agreement. The RECIPIENT will, at the request of the PROVIDER, return or destroy all unused the MATERIAL.
9. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes, regulations and guidelines.
10. This Agreement will terminate on the earliest of the following dates : (a) on thirty (30) days written notice by either party to the other, or (b) on the end of the effective period specified in Attachment A.
11. Provisions which by their sense and context are intended to survive, shall survive the termination of this Agreement.
12. This Agreement is not assignable or transferable by the RECIPIENT.

13. This Agreement shall be governed by and construed in accordance with the laws of Japan. Any dispute arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Osaka District Court in the first instance.

This Agreement shall be effective as of the last date signed below.

PROVIDER : OSAKA UNIVERSITY of PHARMACEUTICAL SCIENCES
4-20-1 Nasahara, Takatsuki Osaka 569-1094, Japan

By : _____
Name : Mikio Masada
Title : President
Date : _____

PROVIDER SCIENTIST

By : _____
Name : _____
Title : _____
Date : _____

RECIPIENT : _____
(Address) _____

By : _____
Name : _____
Title : _____
Date : _____

RECIPIENT SCIENTIST

By : _____
Name : _____
Title : _____
Date : _____

Attachment A

MATERIAL	Name	
	Description	
	Quantity	
Purpose of Use		
Method of Use		
Place of Use		
Price		
Effective period		