SHIGA UNIVERSITY OF MEDICAL SCIENCE

OUTGOING MATERIAL TRANSFER AGREEMENT

 (the “AGREEMENT”)

Shiga University of Medical Science, (hereafter referred to as SUMS) as a provider, and the RECIPIENT (identified below), agree to the following terms and conditions with respect to the material transfer from SUMS to the RECIPIENT:

SUMS or RECIPIENT referred individually to as “**Party**” and collectively as “**Parties**”

I. Definitions:

PROVIDER SCIENTIST: The name and title of this person who belongs to SUMS will be specified in Exhibit A.

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

ORIGINAL MATERIAL: The description of the material being transferred is specified in Exhibit A.

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.

PROGENY: Unmodified descendant from the ORIGINAL MATERIAL, such as virus from virus, cell from cell, or organism from organism, and any immediate or remote progeny of or descendant from organisms or cell lines containing the same genetic mutation(s) or lesion(s) as Original Material.

UNMODIFIED DERIVATIVES: Substances created by RECIPIENT which constitute an unmodified functional sub-unit or expression product of the ORIGINAL MATERIAL, e.g., sub-clones of unmodified cell lines, purified or fractioned sub-sets of the ORIGINAL MATERIAL such as novel plasmids or vectors, proteins expressed by DNA or RNA, antibodies secreted by a hybridoma.

MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate any form of the MATERIAL.

II. Terms and Conditions:

[Material]

In response to the RECIPIENT’s request, SUMS shall provide the MATERIAL specified in the Exhibit A to the RECIPIENT on free of charge basis (except for shipping costs). SUMS certifies RECIPIENT that the ORIGINAL MATERIAL and information related to it are the property of SUMS and that SUMS has all the rights in providing to RECIPIENT such ORIGINAL MATERIAL and said related information for teaching research and academic research purposes only.

[Receipt]

Soon after receiving the MATERIAL, the RECIPIENT shall submit a receipt to SUMS.

[Purpose]

The RECIPIENT agrees that :

(a) the MATERIAL is to be used solely for teaching and academic research purposes,

(b) the MATERIAL is NOT FOR USE IN HUMAN SUBJECTS,

(c) the MATERIAL is used only at the RECIPIENT and only in the RECIPIENT SCIENTIST’s laboratory under the direction of the RECIPIENT SCIENTIST or of others working under his/her direct supervision, and

(d) the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS will not be further distributed to others without the prior written consent of SUMS.

(e) the MATERIAL will be used in compliance with all applicable statutes and regulations.

[Publication]

(a) The RECIPIENT agrees to acknowledge SUMS as the source of the MATERIAL in any publication reporting use of it.

(b) The RECIPIENT shall promptly notify SUMS in respect to the RECIPIENT’s publication referencing the use of the MATERIAL.

[No Warranty]

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 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. In no event shall SUMS be liable either directly or indirectly to the RECIPIENT and/or any other party for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with the RECIPIENT’s use, handling, storage, or disposal of the MATERIAL, except to the extent permitted by law when caused by gross negligence or willful misconduct of SUMS.

[Invention]

If RECIPIENT’s research results in a discovery, invention, new use, or a product directly related to the MATERIAL (collectively referred to as “INVENTION”), RECIPIENT agrees to disclose promptly such INVENTION(s) to SUMS on a confidential basis, and the Parties shall discuss in confidence the handling of the INVENTION(s) based on the Parties’ respective inventive contributions to creation of the INVENTION, relevant industry standards and any applicable laws and regulations relating to inventorship.

[Confidentiality]

The RECIPIENT shall hold and maintain confidential all information directly in connexion to the ORIGINAL MATERIAL and disclosed by SUMS to RECIPIENT upon this AGREEMENT (hereafter referred to as “CONFIDENTIAL INFORMATION”) and shall not disclose the CONFIDENTIAL INFORMATION to third parties without prior written approval of SUMS. The RECIPIENT shall carefully restrict access to the CONFIDENTIAL INFORMATION to the researchers using the MATERIAL under the direction of the RECIPIENT SCIENTIST.

The RECIPIENT’s obligations under this AGREEMENT do not extend to the following information:

which is publicly known at the time of disclosure or receiving; or

which becomes publicly known, subsequent to the disclosure or receiving, through the disclosure by any third party or through no fault of the RECIPIENT; or

which can be demonstrated, from written records, to have been in the RECIPIENT’s possession prior to disclosure by SUMS; or

which is at any time rightfully received by the RECIPIENT from any third party without obligations of confidentiality; or

which is independently developed or obtained by the RECIPIENT without reference to this CONFIDENTIAL INFORMATION as evidenced by written record; or

which must be disclosed pursuant to a court order or as otherwise required by law.

 [Further Consultation]

Any changes or additions to this AGREEMENT or any matter not stipulated herein, or any question arising out of this AGREEMENT, or in connection with this AGREEMENT, shall be addressed each time after consultation between the Parties and shall be made in writing and signed by the Parties.

The AGREEMENT sets forth the entire agreement between the Parties as it relates to the subject matter of the AGREEMENT, and such document replaces and supersedes any and all prior agreements, promises, proposals, representations, understandings and negotiations, written or not, relating to the same. This AGREEMENT may be executed in counterparts and electronically, and such counterparts, taken together, shall be deemed to constitute one and the same instrument and such electronic copies shall be deemed to be originals.

Any notice, request, or other communication required by this AGREEMENT shall be in writing and may either be delivered in hand, by courier service, with postage prepaid by certified or registered mail or by email to the representatives and to the addresses set forth below, or such other address for itself as any of the Parties may from time to time specify in writing to the other Party in accordance with this article.

**If to SUMS :** SHIGA UNIVERSITY OF MEDICAL SCIENCE

C/O Shinji Uemoto

Complete address

Seta Tsukinowa-cho, Otsu City, Shiga 520-2192 JAPAN

Tel: (+81)77-548-2082

Email: hqsangaku@belle.shiga-med.ac.jp

**If to RECIPIENT**:

C/O

Complete address

Tel:

Email:

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT in duplicate by placing their signatures and seals thereon, and each Party shall keep one copy of the AGREEMENT.

　This AGREEMENT shall become effective on (month) (day), (year) .

PROVIDER:

Name of the Institution: Shiga University of Medical Science

Address: Seta Tsukinowa-cho, Otsu City, Shiga 520-2192 JAPAN

Name of the Authorized Official: Shinji Uemoto ,Title: President

 ,

 (signature) (date)

RECIPIENT:

Name of the Institution:

Address:

Name of the Authorized Official: , Title:

 ,

 (signature) (date)

Exhibit A

1. PROVIDER SCIENTIST

 Name:

 Affiliation & Title:

2. RECIPIENT SCIENTIST

 Name:

 Affiliation & Title:

3. ORIGINAL MATERIAL

 Name:

 Description:

 Quantity:

4. Purpose of Use:

In case of material outgoing abroad, please fill in below:

5. Security Export Control:

 □ No concern

　 □ Remaining concerns → ・Mandatory reporting to the Research Promotion Division

 　 ・Describe concerns briefly in column #6 below:

6. Country of the RECIPIENT

|  |  |
| --- | --- |
|  | ＊Please circle or write  |
| Group A | Ireland, USA, Argentine, Italy, UK, Australia, Austria, Netherlands, Canada, Greece, Switzerland, Sweden, Spain, Czech Republic, Denmark, Germany, New Zealand, Norway, Hungary, Finland, Belgium, Poland, Portugal, Luxembourg, Bulgaria, France |
| Group B | Afghanistan, Central African Republic, Congo, Iraq, Lebanon, Libya, North Korea, Somalia, Sudan, South Sudan |
| Group C | Country other than Group A or B (Name: ) |
| Other Concern(s)(If any) |  |