SHIGA UNIVERSITY OF MEDICAL SCIENCE

OUTGOING MATERIAL TRANSFER 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:

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]

1. 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).

[Receipt]

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

[Purpose]

1. 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 INSTITUTION and only in the RECIPIENT SCIENTEST’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.

[Publication]

1. (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 using of the Material.

[No Warranty]

5. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THRER 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.

 [Further Consultation]

6. Any matter not stipulated herein, or any question arising out of, or in connection with this Agreement, shall be settled each time upon consultation between the parties.

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

PROVIDER:

Shiga University of Medical Science

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

 Name of the Authorized Official: Title:

 (signature) 　　　　 (date)

RECIPIENT:

 Name of the Institution:

　 Address:

 Name of the Authorized Official: Title:

 (signature) 　　　　 (date)

(Provisions concerning Confidentiality or Results of Research Studies/Invention may be added as needed.)

[Invention]

* If RECIPIENT’s research results in a discovery, invention, new use, or a product (collectively referred to as “INVENTION”), RECIPIENT agrees to disclose promptly such INVENTION(s) to SUMS on a confidential basis, and the parties shall discuss the handling of the INVENTION(s).

[Confidentiality]

* The RECIPIENT shall hold and maintain confidential all information disclosed by SUMS 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:

1. which is publicly known at the time of disclosure or receiving; or
2. 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
3. which can be demonstrated, from written records, to have been in the RECIPIENT’s possession prior to disclosure by SUMS; or
4. which is at any time rightfully received by the RECIPIENT from any third party without obligations of confidentiality; or
5. which is independently developed or obtained by the RECIPIENT without reference to this CONFIDENTIAL INFORMATION as evidenced by written record; or
6. which must be disclosed pursuant to a court order or as otherwise required by law.

**Exhibit A**

1. PROVIDER SCIENTIST

 Name:

 Affiliation & Title:

2. RECIPIENT SCIENTIST

　　Name:

 Affiliation & Title:

3. ORIGINAL MATERIAL

 Name:

 Description:

 Quantity:

4. Purpose of Use:

5. Special Mention

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

6. Security Export Control:

 □ No concern

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

 　 ・Describe concerns briefly in column #7 below:

7. Country of the RECIPIENT

|  |  |
| --- | --- |
|  | ＊Please circle or write  |
| Group A | Ireland, USA, Argentine, Italy, UK, Australia, Austria, Netherlands, Canada, Greece, Switzerland, Sweden, Spain, Korea, Czech Republic, Denmark, Germany, New Zealand, Norway, Hungary, Finland, Belgium, Poland, Portugal, Luxembourg |
| Group B | Afghanistan, Democratic Republic of the Congo, Cote d’Ivoire, Iraq, Lebanon, Liberia, North Korea, Sierra Leone, Somalia, Sudan |
| Group C | Israel, Iran, India, North Korea, Syria, Taiwan, China, Pakistan, Afghanistan |
| Group D | Other than Groups A, B or C (Name: ) |
| Concerns |  |