

Material Transfer Agreement

Tohoku University (hereinafter referred to as the “TOHOKU”) and XXXXXX (hereinafter referred to as “PROVIDER”) hereby make and enter into this Material Transfer Agreement concerning the provision of research materials owned by PROVIDER relating to the research (hereinafter referred to as the “Research”) undertaken by YYYYYY (title, name) (hereinafter referred to as “TOHOKU SCIENTIST”) affiliated to the TOHOKU.

Article 1 (Provision of Research Materials)

PROVIDER shall provide free of charge “ZZZZZZ (name of research materials, quantity)” (hereinafter referred to as the “Material”) developed and owned by PROVIDER to the TOHOKU immediately after signing this Agreement and TOHOKU SCIENTIST shall undertake the Research using the Material.

Article 2 (Use of Material)

1. TOHOKU and TOHOKU SCIENTIST shall use the Material solely for the following research undertaken by TOHOKU SCIENTIST.
Purpose of Use:
Research Description:
2. The Research shall be undertaken in accordance with this Agreement and the attached “Research Plan” hereof.
3. The period for the Research shall be from DATE to DATE.
4. TOHOKU ensures that TOHOKU SCIENTIST undertakes the Research using the Material and TOHOKU shall not undertake the Research jointly with a third party or entrust the Research to a third party without the prior written consent of PROVIDER.

Article 3 (Limited Use)

TOHOKU shall not use the Material for any purpose other than the Research without the prior written consent of PROVIDER, and shall not provide the Material to a third party. Furthermore, Materials and cells, etc. handled using the Material shall not be administered to human subjects or edible living organisms.

Article 4 (Reports)

1. TOHOKU shall report the results of the Research to PROVIDER in writing within 30 days of end of the Research period.
2. In addition to the preceding paragraph, if TOHOKU attained any research results which may be subject to an intellectual property right, TOHOKU shall report to PROVIDER in writing immediately after such attainment.

Article 5 (Research Results)

With regard to all research results obtained from the Research (hereinafter referred to as the “Research Results”), TOHOKU and PROVIDER shall determine through separate consultation the right to acquire intellectual property rights for the Research Results and the attribution of rights, equity, filing method, and other terms and conditions relating to such intellectual property rights.

Article 6 (Publication)

1. TOHOKU may publish the Research and the Research Results based on the TOHOKU’s social mission. TOHOKU shall notify PROVIDER in writing in advance of such publication, the timing, and method, etc. with regard to publications within one (1) year of the end of the Research period.
2. PROVIDER, having received the notification from TOHOKU provided for in the preceding

paragraph, may request consultation with TOHOKU regarding publication details to be amended within 15 days of receiving such notification only on the grounds that the publication of Research Results, etc. includes information subject to the obligation to maintain confidentiality stipulated in Article 7 or includes details to be protected due to the filing of applications.

3. When publishing as provided for in the preceding paragraph, TOHOKU shall, in accordance with a request from PROVIDER, acknowledge that PROVIDER is the source of the Material.

Article 7 (Confidentiality)

During the Research period and for three (3) years after the end of the Research period, TOHOKU and PROVIDER shall maintain as confidential and shall not disclose to a third party, the fact that this Agreement has been made, the Research Results, or the other party's technical information or any other information specified as being specifically confidential which is obtained through the Research; provided, however, that this confidentiality obligation shall not apply to any information which falls under any of the following:

- (1) Information already in the public domain at the time it is disclosed by the other party;
- (2) Information which enters the public domain not due to the receiving party after it is disclosed by the other party;
- (3) Information already in the possession of the receiving party at the time it is disclosed by the other party;
- (4) Information disclosed without confidentiality obligations by a third party who was duly authorized to disclose such information;
- (5) Information which can be duly proved to have been developed independently without using the other party's Material after disclosure; or
- (6) Information for which a prior written consent has been obtained from the other party.

Article 8 (Exemptions)

PROVIDER shall not assume any responsibility whatsoever in the event that any loss or damages are incurred to the TOHOKU as a result of undertaking the Research using the Material.

Article 9 (Rights)

The execution of this Agreement and the disclosure and provision of the Material shall not constitute an assignment of any licenses or other rights to TOHOKU.

Article 10 (Handling of Material After Termination)

TOHOKU shall, in accordance with instructions from PROVIDER, return or destroy any remaining Material immediately after the termination of the Research period.

Article 11 (Effective Term)

1. The effective term of this Agreement shall be the period set forth in Article 2.
2. The provisions of Article 3 to Article 10 and Article 12 shall remain in effect even after the termination of this Agreement for the period as set forth in each of these provisions or until all the respective subject matter therein cease to exit.

Article 12 (Applicable Laws and Regulations)

Both parties comply with all applicable laws and regulations, including export controls laws and regulations, with respect to the execution of this Material Transfer Agreement and the Research Results obtained therein.

Article 13 (Violations)

TOHOKU and PROVIDER may demand compensation for damages suffered and may terminate

this Agreement by giving a written notice in the event that the other party has violated any provision of this Agreement.

Article 14 (Consultation)

For any matters not clearly set forth in this Agreement and any terms and conditions which have caused ambiguities, the parties shall have mutual consultations in good faith and determine the handling of such matters thereof in consideration of the context of this Agreement.

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

Date:

PROVIDER

Institution / Company:	
Department:	
Address:	
Signature:	
Authorized Representative:	
Title:	

RECIPIENT:

Institution / Company:	Tohoku University
Department:	
Address:	
Signature:	
Authorized Representative:	
Title:	

* Note for the Use of this Agreement

1. In principle, a fee is requested for the provision of Material to for-profit organizations. Please make enquires with the External Fund Management Section in such case.
2. The format of the “Research Plan” provided for in Article 2 shall be left to your discretion. In accordance with the nature of the Material, please state the purpose of the research, the assignment, the research institute and, if any, the name of individual other than RECIPIENT SCIENTIST who takes part in the research.