**Material Transfer Agreement**

Saitama Medical University ("SMU") will provide the Material, as defined below, to the recipient organization, Name of recipients Institution ("Name"), provided Name agrees to the following:

First (1st) Article: Definitions

The terms set forth below shall have the following meanings in this Agreement, unless otherwise specified:

(1) "Material" means the material to be provided to Name. The Material may be described in a separate attachment.

Material: *Please fill this section*

Cost of Material: *Please fill this section*

Research Project: *Please fill this section*

Name of Name

Recipient Investigator:

Creator:

(2) "Technical Information" means documents and any technical information related to the Material provided by SMU to Name.

Second (2nd) Article: Provision of Material

SMU shall, promptly after the execution of this agreement, provide the Material to Name for use within the scope of this Agreement. Name shall be responsible for the cost of packing and shipping the Materials. SMU will provide Technical Information to Name as needed by Name.

Third (3rd) Article: Use of Material

SMU shall provide Name the Material to be used in the Research Project in the *Please fill this section* and for non-clinical purposes only. Material, including modifications containing the principal element of the Material (“Modifications”), and Confidential Technical Information shall not be transferred to third parties, except that following publication of his research results, *Please fill this section*’s laboratory may distribute Modifications to other scientists at non-profit research organizations solely for non-commercial research purposes under an agreement that recognizes SMU’s rights in the Material after written notification to SMU.

Fourth (4th) Article: Confidentiality

Technical Information provided by SMU to Name identified and marked as Confidential shall not be provided by Name to third parties without the prior written consent of SMU. However, this duty of non-disclosure of Confidential Technical Information does not apply in the case that:

(1) the Confidential Technical Information was already publicly known at the time of its disclosure to Name;

(2) the Confidential Technical Information later becomes public information via disclosure or publication by any third party through no fault of Name;

(3) at the time of disclosure, Name can prove by written evidence that it was already in possession of the Confidential Technical Information;

(4) the Confidential Technical Information was disclosed to Name by a third party without an obligation to maintain the Technical Information in confidence;

(5) the Confidential Technical Information was developed by Name, as can be proven by written evidence, and such information was developed without the use of Confidential Technical Information provided by SMU; or

(6) Name is required to disclose the Confidential Technical Information pursuant to a law or court order.

Fifth (5th) Article

The Material is experimental in nature and is provided by SMU to Name without any implied warranties or representations. SMU shall bear no liability with regard to Name’s use of the Material nor shall SMU bear liability with regard to any damages that may result from such use. SMU makes no representations that the use

of Material will not infringe any patent or other proprietary rights of any third parties.

Sixth (6th) Article: Intellectual Property

By transferring the Material to Name, SMU does not transfer its intellectual property rights in Material to Name Thus, Name cannot transfer SMU’s intellectual property rights to third party. Name shall have a duty of candor to contact with SMU or creator with regard to any inventions that arise from its research using the Material so that SMU may preserve any rights it may have in such inventions.

Seventh (7th) Article

The parties shall endeavor to resolve any disputes arising from this Agreement in good faith.

Eighth (8th) Article: Jurisdiction

The Tokyo District Court in Tokyo, Japan shall have exclusive jurisdiction with regard to any disputes arising under this Agreement.

The parties hereby agree to the terms of this Agreement:

Date:

Saitama Medical University, 38 Moroyama, Iruma-gun, Saitama 350-0495 Japan

Signature

Masami Bessho, M.D, PhD

Printed Name

President

Title

*Please fill* *the* *Name of recipients Institution*

*Please fill your address*

Authorized Institution Official:

*Signature Date*

Title

*Signature Date*

Title