

Material Transfer Agreement (Draft)

The University of Tokyo (“UTokyo”) and [Company Name] (the “Recipient”) (hereinafter collectively referred to as the “Parties” and each individually a “Party”) enter into this Material Transfer Agreement (this “**Agreement**”) on the terms and conditions defined in the **Terms and Conditions of the Material Transfer Agreement** attached to this **Agreement**, for the provision of the Material set out in the Agreement Particulars as follows;

Agreement Particulars

1. UTokyo	The University of Tokyo	
	Contact Person	
	Position, Dept.	
2. The Recipient		
3. The Material	Name	
	Details	
	Quantity	
4. Purpose of Use		
5. Conditions of Use		
6. Recipient Researcher(s)		
7. Place(s) of Use		
8. Modifications to the Material (To be selected from 3-options.)	☐ Prohibited ☐ Approval required on case-by-case basis ☐ Approved	
9. Publications of Results Obtained by Using the Material (To be selected from 3-options.)	☐ Consultation required on case-by-case basis ☐ Approved, on the condition that the Recipient clearly specifies the source ☐ Approved	
10. Fee	_____ yen (excl. consumption tax)	
11. Due Date for Payment of Fee	_____, _____ [month day, year]	
12. Confidentiality Period	Until three (3) years after the day immediately following the expiration or termination date of this Agreement	

13. Effective Term	from the execution date of this Agreement until _____, _____ [month day, year]
14. Dealing with the Material after Termination of Agreement (To be selected from 2-options.)	☐ Return it (Chapters 1 and 2 apply) ☐ Dispose of it (Chapters 1 and 3 apply)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

UTokyo and the Recipient have prepared two copies of this Agreement, and UTokyo and the Recipient shall each retain one copy.

Execution Date: _____, _____

UTokyo: The University of Tokyo

7-3-1 Hongo, Bunkyo-ku, Tokyo

Signed by : _____

Title : _____

The Recipient: _____

Signed by : _____

Title : _____

(Accompanied with Terms and Conditions of The Material Transfer Agreement)

Terms and Conditions of The Material Transfer Agreement

Chapter 1 General Rules

Article 1 (The Material)

The “**Material**” means the tangible form of the material owned by UTokyo set forth in Item 3 of the Agreement Particulars. If the tangible form of the material can breed or propagate, then its progeny and propagations are also to be considered as the Material.

Article 2 (Provision of the Material)

UTokyo shall provide the Material to the Recipient.

Article 3 (Purpose of Use; Scope of Use)

The Recipient shall not use the Material in a way that exceeds the Purpose of Use or the Conditions of Use set forth in Items 4 and 5, respectively, of the Agreement Particulars.

Article 4 (Recipient Researcher(s); Place(s) of Use)

The Material may be used by only the Recipient Researcher(s) and at only the Place(s) of Use set forth in Items 6 and 7, respectively, of the Agreement Particulars; provided, however, that in the event of an unavoidable circumstance the Recipient may change the Recipient Researcher(s) and Place(s) of Use on the condition that the Recipient obtains UTokyo’s prior approval by sending UTokyo a written explanation for the change.

Article 5 (Property Rights)

Except as otherwise expressly set forth in this Agreement, none of the provisions of this Agreement provide for the transfer or licensing of any of the rights concerning the Material, such as ownership rights, copyrights, and the industrial property rights that belong to UTokyo.

Article 6 (Disclaimer)

In providing the Material, UTokyo makes no warranties or guarantees, which includes no guarantee that the Recipient's use of the Material will not infringe any intellectual property right (such as a third party's intellectual property right) and no warranty of merchantability or fitness for a particular purpose. The Recipient bears any and all liability for damage to itself or a third party in connection with the Recipient's use of the Material.

Article 7 (Handling the Material)

- 7.1 The Recipient acknowledges that the Material is for research purposes and that the Material's features have not been fully corroborated, and the Recipient shall handle the Material cautiously with adequate care.
- 7.2 The Recipient shall handle the Material in accordance with all applicable laws and rules, with all regulations and guidelines established by the government or public institutions, and with public order and morals.
- 7.3 The Recipient shall not use the Material in human subjects.

Article 8 (Modifications)

Modifications to the Material by the Recipient shall be carried out as follows in accordance with the box selected in Item 8 of the Agreement Particulars:

Prohibited: The Recipient shall not modify the Material.

Approval required on case-by-case basis:

Whenever the Recipient wishes to modify the Material, the Recipient shall obtain UTokyo's prior written approval for that specific modification.

Approved: UTokyo grants its prior approval for the Recipient to modify the

Material.

Article 9 (Handling the Creation of New Results)

- 9.1 In the event that new results are obtained from research and development by using the Material, the Recipient shall inform UTokyo immediately of the details of those results.
- 9.2 The ownership and handling of the intellectual property rights arising out of the new results from research and development referred to in Article 9.1 shall be determined through mutual consultation between UTokyo and the Recipient, taking into account each Party's intellectual contribution
- 9.3 If the Recipient intends to use the new results from research and development referred to in Article 9.1 for the purpose of making profit, the Recipient shall immediately inform UTokyo of the details of such intended use and consult with UTokyo on how to handle consideration and related matters arising from the intended use.

Article 10 (Publishing Results Obtained by Using the Material)

Publications, such as research papers on results obtained by the Recipient's use of the Material, shall be carried out as follows in accordance with the box selected in Item 9 of the Agreement Particulars:

Approved on the condition that the Recipient clearly specifies the source:

Whenever the Recipient intends to publish (for example, in the form of a research paper) results obtained by using the Material, the Recipient shall specify that they were provided by the Contact Person set forth in Item 1 of Agreement Particulars.

Consultation required on case-by-case basis:

Whenever the Recipient intends to publish (for example, in the form of a research paper) results obtained by using the Material,

the Recipient shall consult in advance with UTokyo on that specific publication.

Approved: UTokyo grants its prior approval for the Recipient to publish (for example, in the form of a research paper) results obtained by the Recipient's using the Material.

Article 11 (No Provision to Third Party)

The Recipient shall not provide the Material to a third party without UTokyo's prior written approval.

Article 12 (Assigning Rights and Obligations)

Neither UTokyo nor the Recipient may assign or transfer to a third party either its status as a Party to this Agreement or all or part of its claims or liabilities under this Agreement, unless it has obtained the other Party's prior written approval to do so.

Article 13 (Fee)

13.1 In consideration of UTokyo's providing the Material, the Recipient shall pay UTokyo the amount set forth in Item 10 of the Agreement Particulars (the "**Fee**"), together with the consumption tax for that amount.

13.2 The Recipient shall, no later than the due date for payment set forth in Item 11 of the Agreement Particulars ("**Due Date for Payment**"), pay the Fee by wire transfer to a bank account designated by UTokyo and bear the bank commission charged on the wire transfer.

13.3 If the Recipient does not pay the Fee in full by the Due Date for Payment, UTokyo may claim from the Recipient a late payment penalty by charging interest on the unpaid amount calculated at 3% per annum for each day after the Due Date for Payment until and including the day the Fee is paid in full.

13.4 Under no circumstances shall UTokyo be required to return any money that the

Recipient has already paid under this Agreement.

Article 14 (Sharing of Expenses)

The Recipient shall bear the expenses involved in the delivery, maintenance, repair, modification, return, and the like of the Material.

Article 15 (Confidentiality)

15.1 The Recipient shall keep confidential (i) management and business information disclosed by UTokyo, and (ii) technical information, including all information related to the Material. The Recipient shall not use such information for any purpose other than the Purpose of Use set forth in Item 4 of the Agreement Particulars and shall not disclose or divulge such information to a third party without UTokyo's prior approval.

15.2 The Recipient shall cause its executives and employees who need to know and receive information disclosed to the Recipient from UTokyo to be bound by the same duty of confidentiality as the Recipient is under this Agreement.

15.3 The duty of confidentiality set forth in this Agreement does not apply to the following:

- (1) information that a Party can prove it already possessed at the time that Party was disclosed or acquired that information;
- (2) information that was already public knowledge at the time it was disclosed to or acquired by a Party;
- (3) information that became public knowledge through no fault of the Party who was disclosed it or acquired it;
- (4) information that a Party can prove it acquired legally from a third party with proper authority;
- (5) information that a Party can prove it developed or acquired independently without relying on information the other Party disclosed to it.
- (6) information that a Party is required by court order, law, or ordinance to disclose;
- (7) information that a Party has the other Party's prior written consent to disclose.

15.4 This Article 15 will remain effective for the period set forth in Item 12 of the Agreement Particulars.

Article 16 (Inspection)

UTokyo may, at any time, either carry out an on-site inspection on the Material where the Material is being used or request the Recipient to provide it a report on required matters regarding the Material. UTokyo may also give the Recipient the instructions necessary to maintain, manage, and return the Material.

Article 17 (Loss of or Damage to the Material)

If the Recipient loses or damages the Material, the Recipient shall immediately provide UTokyo with a detailed written report and follow UTokyo's instructions. In this case, if the cause of the loss or damage is connected to a natural disaster, fire, or theft, then the Recipient shall attach to the report a certificate issued by a relevant government authority and attesting to the fact and cause of the loss or damage.

Article 18 (Compensation)

If the Recipient causes damage to UTokyo in relation to this Agreement, then the Recipient is liable for compensating UTokyo for that damage, unless this Agreement separately provides otherwise.

Article 19 (Effective Term)

This Agreement is effective from the date it is executed to the date set forth in Item 13 of the Agreement Particulars.

Article 20 (Termination)

20.1 If UTokyo or the Recipient breaches all or part of this Agreement, then the other Party may request the breaching Party to cure the breach within a period set by the

other Party. In this case, if the breaching Party does not cure the breach within that period, the other Party may terminate this Agreement.

20.2 If the Recipient does not pay the Fee set forth in Article 13 by the Due Date for Payment, UTokyo may terminate this Agreement.

Article 21 (Entire Agreement)

UTokyo and the Recipient agree that this Agreement sets forth the entire agreement between them in relation to the provision of the Material and that it supersedes all agreements exchanged between them before this Agreement was executed.

Article 22 (Cancellation; Amendments)

22.1 UTokyo and the Recipient may, upon their agreement, cancel or amend all or part of this Agreement.

22.2 UTokyo and the Recipient each may cancel this Agreement without cause by notifying the other Party in writing at least three months before the desired termination date.

Article 23 (Export Controls / Economic Sanctions)

The Recipient agrees to comply with applicable export controls and economic sanctions laws and regulations. Further, the Recipient remains solely responsible for complying with such laws and regulations in all instances, including obtaining all necessary export authorizations and licenses.

Article 24 (Governing Law; Jurisdiction)

This Agreement shall be governed by, construed and interpreted under the laws of Japan without reference to principles of conflict of laws. The Parties agree that all lawsuits hereunder shall be exclusively brought in the Tokyo District Court of Japan.

Article 25 (Consultation)

In the event that a matter arises that is not set forth in this Agreement or a doubt arises in relation to this Agreement, UTokyo and the Recipient shall resolve the issue by consulting each other on it in good faith.

Chapter 2 Returning Material After Termination of Agreement

Article 26 (Dealing with Returns)

This Chapter applies in the case that “Return it” is selected in Item 14 of the Agreement Particulars.

Article 27 (Receiving the Material)

When the Recipient receives the Material, it shall provide UTokyo a written receipt.

Article 28 (Returning the Material)

28.1 The Recipient shall return the Material to a place designated by UTokyo by the last day of the Effective Term set forth in Item 13 of the Agreement Particulars.

28.2 If the Recipient breaches any terms or conditions of this Agreement or if UTokyo believes it is especially necessary for the Recipient to return the Material, the Recipient shall follow UTokyo’s instructions and promptly return the Material.

Article 29 (Handling of Information Received)

In the case the Recipient has to return the Material to UTokyo in accordance with Article 28, the Recipient shall follow UTokyo’s instructions concerning the handling of information UTokyo disclosed the Recipient under this Agreement (including tangible items that include such information).

Article 30 (Surviving Articles)

Articles 9, 10, 13, 15, 18, 23, and 24 shall survive after the expiration or termination of this Agreement for the period provided (if any) in each of such provisions or until all the respective subject matters therein are no longer applicable .

Chapter 3 Disposing of Material After Termination of Agreement

Article 31 (Dealing with Disposals)

This Chapter applies in the case that “Dispose of it” is selected in Item 14 of the Agreement Particulars.

Article 32 (Disposing of the Material)

When this Agreement has terminated (regardless of the reason for its termination) or expired, the Recipient shall dispose of the Material in a manner adequately considerate of maintaining confidentiality and guaranteeing safety. The Recipient is solely responsible for the disposal of the Material.

Article 33 (Handling of Information)

In the case the Recipient has to dispose of the Material in accordance with Article 32, the Recipient shall, in accordance with UTokyo’s instructions, promptly either return, dispose of, or delete information UTokyo disclosed to the Recipient under this Agreement (including tangible items that include such information).

Article 34 (Surviving Articles)

Articles 9, 10, 13, 15, 18, 23, 24, 32, and 33 shall survive after the expiration or termination of this Agreement for the period provided (if any) in each of such provisions or until all the respective subject matters therein are no longer applicable.

—End of Terms and Conditions of The Material Transfer Agreement—