

本様式は参照用です。
MTA 手続きの際は、必ず事前に知財戦略室（以下）までご連絡下さい。
First of all, contact the Intellectual Property Office at following E-mail address.
ipm@uic.osaka-u.ac.jp

[MTA19-XXX]

MATERIAL TRANSFER AGREEMENT (Draft)

OSAKA UNIVERSITY (“OSAKA”) confirms that the MATERIAL specified below, which belongs to OSAKA, shall be transferred to the Recipient Organization (“RECIPIENT”) under the following conditions. Upon receipt of the signed copy of this Agreement from the RECIPIENT, OSAKA SCIENTIST (identified below) will forward the MATERIAL to the RECIPIENT SCIENTIST (identified below).

I. RECIPIENT (Organization receiving the MATERIAL)

Organization: _____

Address: _____

II. Conditions

1. DEFINITIONS

(1) MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.

(2) ORIGINAL MATERIAL:

Name: (プラスミドの場合、その主要機能部分の名称(遺伝子名、プロモーター名、塩基配列名等)とプラスミド名 [例: coding sequence for xxx and its expression plasmid, pMAxxx])

Quantity: _____

(3) PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell or organism from organism.

(4) UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which are or constitute an unmodified functional subunit or product derived from the ORIGINAL MATERIAL or PROGENY. Some examples include but are not restricted to: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA forwarded by OSAKA, or monoclonal antibodies secreted by hybridoma cell line.

(5) MODIFICATIONS: Substances created by the RECIPIENT which contain or incorporate the MATERIAL or functional part of the MATERIAL including but not restricted to the coding sequence of the gene(s) contained in the MATERIAL.

(6) COMMERCIAL PURPOSES: The sale, lease, license, or transfer of the MATERIAL, MODIFICATIONS or experimental result(s) obtained by using the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL, or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to seek a potential for industrial use in substance(s) of RECIPIENT's interest, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

2. Purpose of Use (Please specify your research by describing its detail):

3. Place of Use:

4. Length of Use (No indefinite term is acceptable):

X years

5. Terms of Agreement:

- (1) OSAKA retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in the MODIFICATIONS.
- (2) The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that OSAKA retains ownership rights to the MATERIAL included therein), and (b) those substances created or discovered through the use of the MATERIAL, which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS. If either (a) or (b) results from the collaborative efforts of OSAKA and the RECIPIENT, joint ownership may be negotiated.
- (3) The RECIPIENT agrees and the RECIPIENT SCIENTIST acknowledges that the MATERIAL and MODIFICATIONS:
 - a) are used only at the RECIPIENT premises under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision;
 - b) are used for teaching or not-for-profit research purposes specified in II. 2. only and shall not be used for the COMMERCIAL PURPOSES including any research that is subject to consulting or licensing obligations to any for-profit organizations;
 - c) shall not be used for obtaining data to be provided to for-profit organizations;
 - d) shall not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;
 - e) shall not be transferred to any third party without the prior written consent of OSAKA.
- (4) No provision of this Agreement grants the RECIPIENT any express or implied license or any other right under any patent or other intellectual property right in or to the MATERIAL. If the RECIPIENT desires to use or license the MATERIAL and/or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to obtain a commercial license from OSAKA.
- (5) The RECIPIENT SCIENTIST may publish the results of his or her research with the MATERIAL. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment to OSAKA SCIENTIST as the source of the MATERIAL [and cite the following reference paper] in all publications reporting the use of the MATERIAL and agrees to furnish the OSAKA SCIENTIST with a copy of the manuscript promptly after the publication.
The reference paper: _____
- (6) The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL and/or MODIFICATIONS but agrees to notify OSAKA upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL and/or MODIFICATIONS.
- (7) Relevant information, which is disclosed by OSAKA to the RECIPIENT in writing and marked "CONFIDENTIAL" in association with the MATERIAL, ("INFORMATION") shall be kept confidential and shall not be disclosed to any third party during three (3) years after the disclosure. INFORMATION does not include such information that (a) can be demonstrated was known by the RECIPIENT at the time of the disclosure, (b) becomes part of the public domain, (c) is rightfully received by RECIPIENT from a third party without an obligation of confidence, (d) is independently developed by RECIPIENT, or (e) is required to be disclosed by law or regulation.
- (8) The RECIPIENT acknowledges that the MATERIAL is experimental in nature and may have hazardous

properties. OSAKA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE AND PRODUCTION OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF THIRD PARTIES.

- (9) Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. OSAKA shall not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other parties, due to or arising from the use, storage or disposal of the MATERIAL by the RECIPIENT, except when caused directly by the gross negligence or willful misconduct of OSAKA.
- (10) The RECIPIENT agrees that any handling or other activities undertaken in relation to the MATERIAL shall be conducted in compliance with all applicable laws, regulations and guidelines.
- (11) The MATERIAL is provided at no cost or with an optional fee solely to reimburse OSAKA for its preparation and distribution cost. Payment for such fee shall be made within thirty (30) days after receipt of an invoice, sent to the following address.
- Fedex account number: _____
- Address (If RECIPIENT has no Fedex account number): _____
- Fee charged on the RECIPIENT having no Fedex account number: _____
- (12) Either party has the right to terminate this Agreement on thirty (30) days written notice to the other party. In addition, where the RECIPIENT is in breach of this Agreement, OSAKA may immediately terminate the Agreement upon written notice to the RECIPIENT.
- (13) Upon termination of the Agreement, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of OSAKA, promptly either return or destroy any remaining MATERIAL. Clauses II. 5. (4) to (9) shall survive the termination of this Agreement.
- (14) RECIPIENT shall send a partially executed pdf copy of the Agreement to OSAKA for counter-signature. OSAKA will deliver a PDF copy of the fully-executed Agreement to RECIPIENT. Such copies and the fully-executed scanned PDF Agreement shall be deemed an original instrument.

In witness thereof, OSAKA and the RECIPIENT cause this Agreement to be executed by their respective duly authorized officers and each party holds one signed copy.

OSAKA UNIVERSITY

Authorized Representative:

Yasufumi Kaneda

Director, Office for Industry-University Co-Creation
and University Advancement

2-8, Yamada-Oka, Suita, Osaka, 565-0871, JAPAN

Signature : _____

Date: _____

Read and understood by:

OSAKA SCIENTIST

Name: _____

Professor, Graduate School of xxxxx

Address: _____

Signature : _____

Date: _____

RECIPIENT

Authorized Official:

Name _____

Title _____

Address _____

Signature : _____

Date: _____

Read and understood by:

RECIPIENT SCIENTIST:

Name _____

Title _____

Address _____

Signature : _____

Date: _____