

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

[MTA19-000]

MATERIAL TRANSFER & LICENSE AGREEMENT (Draft)

OSAKA UNIVERSITY confirms that the MATERIAL specified below, which belongs to OSAKA UNIVERSITY, shall be transferred to the Recipient Organization (hereinafter called “RECIPIENT”) under the following conditions. This Agreement is effective as of the date of the last signature to this agreement (“Effective Date”).

I. RECIPIENT (Organization receiving the MATERIAL)

Organization : _____

Address : _____

RECIPIENT SCIENTIST : _____

II. OSAKA UNIVERSITY SCIENTIST

Name: _____

III. Conditions

1. DEFINITIONS

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.

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 : _____

PROGENY : Descendant from the material, such as virus from virus, cell from cell or organism from organism.

UNMODIFIED DERIVATIVES : Substances created by the RECIPIENT which constitute an unmodified functional subunit or product derived from the ORIGINAL MATERIAL or PROGENY. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA forwarded by OSAKA UNIVERSITY, or monoclonal antibodies secreted by hybridoma cell line.

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.

2. Purpose of Use :

3. Method of Use :

4. Place of Use :

5. Length of Use :

6. Terms of Agreement:

(1) OSAKA UNIVERSITY retains ownership of the MATERIAL, including any form of the MATERIAL contained or incorporated in the MODIFICATIONS.

(2) OSAKA UNIVERSITY grants RECIPIENT a non-exclusive license to use the MATERIAL under the conditions specified in this Agreement.

(3) The MATERIAL shall be transferred to the RECIPIENT for its in-house use only at the RECIPIENT's premises specified in clause III. 4. The RECIPIENT shall not distribute, resell, lease, license, lend or otherwise transfer the MATERIAL and MODIFICATIONS to any third party and will direct any third party requests for the MATERIAL to OSAKA UNIVERSITY.

(4) The RECIPIENT shall use the MATERIAL and MODIFICATIONS only for the purpose specified herein and shall not use the MATERIAL in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.

(5) Relevant information, which is disclosed by OSAKA UNIVERSITY to 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. As part of this obligation the RECIPIENT shall carefully safeguard the confidentiality of the Information and not use the Information in any way except for the purpose specified herein. The RECIPIENT will permit its employees to have access to the Information only on a need-to-know basis, and only if they agree to observe the non-disclosure and non-use obligations contained in this Agreement. All Information shall remain the property of OSAKA UNIVERSITY, who may use such Information for any purpose without obligation to the RECIPIENT. However, Information does not include information that (a) can be demonstrated was known by the RECIPIENT at the time of the disclosure, (b) becomes part of the public domain, except by breach of this Agreement by RECIPIENT, (c) is rightfully received by RECIPIENT from a third party without an obligation of confidence, (d) is independently developed by RECIPIENT'S personnel who have not had access to Information as demonstrated by competent written proof, or (e) is required to be disclosed by law or regulation.

(6) The RECIPIENT agrees to provide appropriate acknowledgment of the source of the MATERIAL by citing the following reference paper in all publications and/or presentations based on use of the MATERIAL and/or MODIFICATIONS, and agrees to furnish OSAKA UNIVERSITY SCIENTIST with a copy of the manuscript or abstract disclosing such results not less than thirty (30) days prior to submission for publication for OSAKA UNIVERSITY SCIENTIST's review and comment.

The reference paper: _____

If OSAKA UNIVERSITY determines that the proposed publication contains subject matter that requires patent protection, the RECIPIENT will delay submission for no longer than an additional sixty (60) days for

the filing of a patent application.

- (7) 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, including, without limitation, the right to make any commercial products or processes derived from or with the MATERIAL. The RECIPIENT shall obtain a license from OSAKA UNIVERSITY prior to making any use of the MATERIAL other than the use permitted under this Agreement. OSAKA UNIVERSITY shall have no obligation to grant any such license to the RECIPIENT and may grant exclusive or nonexclusive licenses to any third party, or sell or assign all or part of the rights in the MATERIAL to any third party.
- (8) The RECIPIENT acknowledges that the MATERIAL is experimental in nature and may have hazardous properties. Except as expressly set forth in this Agreement, the MATERIAL is provided by OSAKA UNIVERSITY WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SAFETY OR NONTOXICITY. OSAKA UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT THE USE AND PRODUCTION OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF THIRD PARTIES.
- (9) The RECIPIENT assumes all liability for damages of any kind and will indemnify, defend and hold harmless OSAKA UNIVERSITY from any loss, claim, damage, illness, injury, cost, expense, or liability of any kind to person or property, including, but not limited to, loss, claim or demand against the RECIPIENT or OSAKA UNIVERSITY by any third party relating to an alleged infringement of any patent, copyright, trademark or any other intellectual property rights, that may arise out of or pertaining to any acts of the RECIPIENT relating to the use, handling, storage or disposal of the MATERIAL. OSAKA UNIVERSITY will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, except when caused directly by the gross negligence or willful misconduct of OSAKA UNIVERSITY.
- (10) If the RECIPIENT'S use of the MATERIAL leads to the creation of any invention or discovery directly related to the MATERIAL (whether or not patentable) ("MATERIAL INVENTION"), the RECIPIENT agrees to promptly disclose the MATERIAL INVENTION under a suitable Confidential Disclosure Agreement to OSAKA UNIVERSITY.
- (i) OSAKA UNIVERSITY shall be named as a co-owner of any patents arising from the MATERIAL INVENTION.
- (ii) OSAKA UNIVERSITY will relinquish the right on inventions where the invention relates to proprietary substances of the RECIPIENT.
- (11) 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.
- (12) The RECIPIENT shall pay OSAKA UNIVERSITY the following annual fee.
- Amount : x million, y hundred thousand Yen per year (zzzYen/Y) inclusive of applicable Japanese tax
The RECIPIENT shall also bear the cost of shipping, handling, production and other expenses necessary for

preparation or distribution of the MATERIAL for the RECIPIENT when requested by OSAKA UNIVERSITY.

RECIPIENT's FEDEX account number: _____

Such payment shall be made within thirty (30) days after receipt of an invoice for such amount and all payment will not be refunded after the due date. The RECIPIENT shall bear all the service charges incurred for the bank remittance except any correspondent bank fees.

Invoice shall be sent by OSAKA UNIVERSITY to the following address:

- (13) 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 UNIVERSITY may immediately terminate the Agreement upon written notice to the RECIPIENT.
- (14) Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance of this Agreement as well as the matters which are not expressly set forth in this Agreement.
- (15) Any matter or dispute, which cannot be settled through the said amicable discussion, shall be subject to the exclusive jurisdiction of Osaka District Court, Japan. This Agreement shall be governed in accordance with the laws of Japan.
- (16) In the event that this Agreement is terminated or expires, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of OSAKA UNIVERSITY, destroy any remaining MATERIAL and provide written notification thereof to OSAKA UNIVERSITY, or return the remaining MATERIAL to OSAKA UNIVERSITY within 30 days of termination or expiration. Clauses III. 6. (6) - (10) and any other provisions which by their context would survive, shall survive the termination or expiration of this Agreement.
- (17) This Agreement shall be effective for XXyears (or months) from the Effective Date. Notwithstanding the foregoing, this Agreement shall be extended for one year on an annual basis unless OSAKA UNIVERSITY or RECIPIENT notifies other party in writing of its unwillingness of extension no later than thirty (30) days prior to the expiration date of the Agreement. Failure of the prior notice may result in a next annual fee.
- (18) This Agreement constitutes the entire agreement of the parties and supersedes all prior understanding or written or oral agreements.

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

OSAKA UNIVERSITY AUTHORISED REPRESENTATIVE

Name: Yasufumi Kaneda
Title: Director, Office for Industry-University Co-Creation and University Advancement
Address: 2-8, Yamada-Oka, Suita, Osaka, 565-0871, JAPAN

Signature : _____ Date: _____

RECIPIENT

Authorized Official: _____
Title: _____
Organization: _____
Address: _____

Signature : _____ Date: _____

Read and understood by OSAKA UNIVERSITY SCIENTIST

Name: _____
Title: _____
Address: _____

Signature : _____ Date: _____