Material Transfer Agreement

This Material Transfer Agreement (hereinafter this "Agreement") is made and entered into by and between ○○ (hereinafter the "Provider") and Kyorin University (hereinafter the "University") with regard to the transfer of a research material owned by the Provider to the University. The parties hereto agree as follows:

Article 1 Material Transfer

The Provider shall provide the following research material (hereinafter the "Material") to the University in accordance with the terms and conditions set forth in this Agreement.

Name of the Material: _____

Type and form, etc.: _____

Person creating or managing the Material: _____

Number and unit of the Material provided: _____

Article 2 Purpose of Use

1. The University shall use the Material only for the purpose of the following research (hereinafter the "Research"):

   Details of research: _____

   Person responsible for research: _____

   Place of use: _____

   Period of research: _____
2. The University may, with the prior approval of the Provider, change the place of use and the period of research listed above.
3. The Provider shall, at its own discretion or upon the request of the University, provide or disclose necessary information for the use, maintenance and management, etc. of the Material to the extent necessary for the Research.
4. The University shall not, without the prior written approval of the Provider, use the Material for any purpose other than the details of research described in Paragraph 1 of this article or provide the Material to any third party.

Article 3 Consideration

1. The consideration of the Material transfer hereunder shall be _____ Japanese yen (including the consumption tax and local consumption tax: _____ Japanese yen).
2. University shall pay the consideration set forth above to the Provider by __the day of _____,

____.

Article4 Warranty

1. The Provider warrants that it provides the Material to the University at its own expense and responsibility in compliance with all laws and regulations applicable to the Material with regard to its quality, performance and safety, etc.
2. The Provider warrants that the use of the Material does not violate the rights of any third party.
3. The Provider warrants that it has the authority to dispose of the Material and that the ownership of the Material will be transferred lawfully to the University at the time of delivery of the Material.

Article 5 Handling of Research Results

1. When publishing the results of the Research, using the Material, within one (1) year after the termination of the Research, the University shall notify the Provider in advance of the method and content of such publication. In case of the publication, regardless of the timing thereof, the University shall indicate that the Material has been provided by the Provider upon the request of the University.
2. The results obtained by the Research shall be owned by the University; provided, however, that if any new results are obtained in connection with the Material, the University shall notify the Provider in advance of the details of such results and the parties shall consult with each other on handling of such result.

Article 6 Confidentiality

1. The term “Confidential Information” herein means business or technical information or materials that are disclosed by the disclosing party to the receiving party for the performance of this Agreement using any medium and that is specified as being confidential.
2. Notwithstanding the preceding paragraph, information falling under any of the following items shall be excluded from the category of Confidential Information:
   (1) Information that is already in the public domain at the time of the provision or disclosure thereof;
   (2) Information that has come to be in the public domain due to publication by a third party after the provision or disclosure thereof for a reason not attributable to the receiving party;
   (3) Information that is already owned by the receiving party at the time of provision or disclosure;
   (4) Information that has been disclosed by an authorized third party that is not under obligations of confidentiality; and
   (5) Information independently developed or acquired by the receiving party without relying on

information provided or disclosed by the disclosing party.

3. The parties shall not disclose the Confidential Information to any third party during the term of this Agreement and for five (5) year after the termination hereof unless such disclosure is required by a court order or law.

Article 7 Term of Agreement

1. The effective term of this Agreement shall be the period of research set forth in Article 2.
2. Notwithstanding the preceding paragraph, the provisions of Articles 4 through 6 and Articles 9 through 11 shall remain effective even after the termination of this Agreement until the period set forth in the relevant article expires or all the relevant matters are completed.

Article 8 Termination of Agreement

The parties may terminate this Agreement before the expiry of the term of this Agreement set forth in the preceding article if the purpose of use set forth in Article 2 no longer exists or the other party fails to perform its obligations set forth herein.

Article 9 Measures Taken after Termination

Upon termination of this Agreement, the University shall dispose of, return or process the remaining Material in accordance with the instructions of the Provider.

Article 10 Governing Law and Court of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have the exclusive jurisdiction in the first instance over all disputes arising in connection herewith.

Article 11 Consultation

Any matter not provided herein and any required amendment of the provisions hereof shall be settled and made by consultation between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by placing their seals and signatures hereon and each party shall retain one original copy hereof.

Date:

(Provider)

(Location)

(Name of institution)

(Title and name)

(University)

6-20-2 Shinkawa, Mitaka City, Tokyo

Kyorin University

President　Takashi Watanabe