Material Transfer Agreement

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

Article 1 Material Transfer

University shall provide the following research material (hereinafter the "Material") to Receiver 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. Receiver 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. Receiver may, with the prior approval of University, change the place of use and the period of research listed above.
3. University shall, at its own discretion or upon the request of Receiver, provide or disclose necessary information for the use, maintenance and management, etc. of the Material to the extent necessary for the Research.
4. Receiver shall not, without a prior written approval of University, 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. Receiver shall pay the consideration set forth above to University by __the day of _____, ____;

provided, however, that bank transfer fee shall be borne by Receiver.

Article 4 Expenses

Costs required for delivery of the Materials shall be borne by Receiver.

Article 5 Title of Material

The title to and the ownership of the Material shall be transferred from University to Receiver at the time when the Material is delivered to Receiver. Receiver shall have the risk of the Material and responsibility for all damages, loss, defect, and alteration, caused after the delivery.

Article 6 Warranty

1. University shall neither warrant Receiver that the use of the Material does not violate the rights of any third party, nor warrant Receiver the quality, performance and safety, etc. with regard to the Material.
2. University shall have no responsibility for any conclusion attributed by the use and possession of the Material and shall not be liable for any direct or indirect damages caused therefrom.
3. Receiver shall be in compliance with all laws and regulations applicable to the Material when handling the Material.

Article 7 Handling of Research Results

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

Article 8 Confidentiality

1. The term “Confidential Information” herein means business or technical information or materials (including but not limited to the Material) 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 9 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 6 through 8 and Articles 11 through 13 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 10 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 11 Measures Taken after Termination

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

Article 12 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 13 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:

(University)
6-20-2 Shinkawa, Mitaka City, Tokyo
Kyorin University
President Takashi Watanabe

(Receiver)
(Location)
(Name of institution)
(Title and name)