

Material Transfer Agreement

HUT Culture Collection Program of Biotechnology, Graduate School of Integrated Sciences for Life, Hiroshima University (hereinafter referred to as "HUT") and

Your signature	Your Institution
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make and enter into this Material Transfer Agreement (hereinafter referred to as "MTA") with respect to transfer the biological resources, shown in the list below.

	HUT No.	Scientific name of Microorganism
1		
2		
3		
4		
5		

Article 1

The purpose of this MTA is to set forth confidentiality obligations to be borne by each party with respect to business or technical information provided each other to conduct the Transaction.

Article 2

When the Biological Materials which the Recipient received from HUT has intellectual property rights and the proprietary rights such as patent rights, every other rights, the Recipient consent that those rights do not hand it over to the Recipient, and the Recipient's right to use the Biological Materials is limited to the extent permitted herein without objection.

Article 3

Without objection, the Recipient does neither transfer nor resale nor lend the Biological Materials The Recipient has received from HUT to any third party. (It is include the movement, the transfer and the delivery of the right in the preceding article.)

Article 4

Without objection, the Recipient consent that HUT do not take responsibility, When The Recipient infringed the right of intellectual property rights or others, such as the patent rights of a third party, and when the Recipient or the organization of Recipient damage another person including HUT by violation of laws, ordinances, and this agreement or any illegal act, It is decided that Recipient or the organization of Recipient bears all responsibility, and compensates for damages.

Article 5

Without objection, the Recipient recognizes that the Biological Materials are potentially hazardous, and any cultivation, amplification, use, transfer, storage, or similar acts of the Biological Materials might infringe the intellectual property rights or other rights of a third party, and consent that the Biological Materials received from

HUT may have defective, hazardous or faulty properties and may not necessarily fit for particular purposes and that the Recipient assumes all liability for any consequences resulting from the use by the Recipient of the Biological Materials.

Article 6

Without objection, the Recipient shall take any action necessary to avoid any hazard, infringement or other problem concerning the Biological Materials at The Recipient's own expense and responsibility, and do not ask Hiroshima University and HUT all responsibility.

Article 7

Without objection, the Recipient report results of examination studies or the education to HUT immediately, when use period the Recipient fixed was finished, and The Recipient agrees to indicate the HUT number of the Biological Materials in any presentation at a public conference, in any scientific paper or a similar publication.

Article 8

When The Recipient want to get new intellectual property rights or any other patent rights about the Biological Materials which The Recipient receives from HUT, Without objection, the Recipient contact HUT first, and The Recipient decide the share of the right on discussion and the agreement of the person concerned.

Article 9

Without objection, the Recipient agrees that any handling or other activities of the Biological Materials in its laboratory shall be conducted in compliance with all applicable laws, regulations and guidelines. The Recipient shall take all steps or procedures to comply with legal requirements for handling of the Biological Materials received from HUT.

Article 10

Without objection, in case the Recipient is in breach of this MTA, the Recipient will stop immediately using of the Biological Materials received from HUT, and will return or extinct them by request from HUT.

Article 11

The Recipient and HUT shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this MTA.

Article 12

The laws of Japan shall govern this Agreement, and any dispute arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Hiroshima District Court as the court of first instance.