

# Material Transfer Agreement

This is an agreement made between \_\_\_\_\_ (hereinafter called "**Recipient**"), with an address at \_\_\_\_\_, on behalf of itself and its employee Dr.\_\_\_\_\_, and Research Complex for the Medicine Frontiers, Aichi Medical University (hereinafter called "**Provider**") whose address is 21 Karimata, Yazako, Nagakute, Aichi 480-1195, Japan.

1. Provider will provide to Recipient B6.129P2-Ambp<sup>tm1Kkm</sup> (Bikunin KO) (hereinafter called "**Material**") and certain proprietary information relating to the Material (hereinafter called "**Information**"). The Material and the Information have patent protection of Seikagaku Corporation (hereinafter called "**SKK**") whose address is Marunouchi Center Bldg. 10 fl., 6-1 Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-00053, Japan. SKK agrees to the provisions of this Agreement and to the transfer of the Material and Information from Provider to Recipient.

2. Recipient will use the Material and the Information solely for the purpose of studying

\_\_\_\_\_  
\_\_\_\_\_(hereinafter called "**Research**").

3. The Material and the Information shall not be used for any purpose other than the Research, and must not be transferred or disclosed to any third party. The Material and Information may be used in Dr.\_\_\_\_\_'s Research and by researchers and workers who are under his direct supervision (hereinafter collectively called "**Researcher**").

4. Recipient shall provide to Provider, a report describing the result of the experiments utilizing the Material promptly after the completion of the experiment.

5. When Recipient intends to publish the result of the experiment using the Material, Recipient shall provide advanced drafts of the manuscript for the publication to Provider thirty (30) days prior to the estimated date of submission to any third party.

6. In the event an invention or discovery results from the Research that directly relates to the use of the Material under this Agreement (hereinafter called "**Invention**"), Recipient shall promptly inform Provider. Recipient, Provider and SKK shall determine how to deal with the invention upon mutual discussion, however at least a first refusal right to utilize the invention for commercialization shall be provided to SKK in principle.

When Recipient recognizes this Agreement, please sign in the space provided below and have any authorized representative of the institution sign it also, then return the original signed copy of the letter to Provider. If Recipient does not recognize this Agreement, please return the Information and the unused Material to Provider.

SIGNED by Recipient

\_\_\_\_\_  
Date:  
Printed Name

Title and affiliation

SIGNED by Authorized Representative

\_\_\_\_\_  
Date:  
Printed Name

Title and affiliation

SIGNED by Provider

\_\_\_\_\_  
Date:  
Koji Kimata

Director, Research Complex of the Medicine Frontiers,  
Aichi Medical University