(Form C)

**RIKEN BRC**

**MATERIAL TRANSFER AGREEMENT**

**(For Distribution to a Not-For-Profit Organization)**

**RECIPIENT**

Recipient Staff:

Recipient Organization:

Address:

This Material Transfer Agreement sets forth the terms and conditions under which RIKEN BioResource Research Center (hereinafter referred to as ‘RIKEN BRC’) will provide the RECIPIENT, and the RECIPIENT will receive, the biological material specified as STOCK Tg(Nanog-GFP, Puro)1 Yam (No.RBRC02290) and it’s derivatives (hereinafter referred to as the ‘BIOLOGICAL RESOURCE’) in response to the RECIPIENT’s request, and with which the RECIPIENT staff and organization agree before the RECIPIENT receives the BIOLOGICAL RESOURCE:

1. The RIKEN BRC, a non-profit public organization financed by the Japanese Government, is engaged in collection, maintenance, storage, propagation, quality control and distribution of the biological resources, in order to contribute to the Japanese and international scientific community in the field of life sciences.
2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specific purpose:

 (b) The RECIPIENT shall obtain a written prior permission from the RIKEN BRC for the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.

1. The RECIPIENT shall not use the BIOLOGICAL RESOURCE for diagnosis or treatment of humans or other direct applications to human bodies or as food source for humans.
2. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following terms and conditions requested by the DEPOSITOR, which are specified in the RIKEN BRC Catalog and/or Website:
3. The RECIPIENT belongs to a not-for-profit academic organization (i.e. a university or another institution of higher education or any nonprofit scientific or educational organization, including government agencies).
4. The RECIPIENT recognizes and acknowledges that KYOTO UNIVERSITY retains the ownership of:
5. BIOLOGICAL RESOURCE (hereinafter referred as the “ORIGINAL MATERIAL”),
6. unmodified descendant from the ORIGINAL MATERIAL (hereinafter referred as the “PROGENY”), and
7. substances created by the RECIPIENT which constitute an unmodified functional subunit of or product expressed by the ORIGINAL MATERIAL (hereinafter referred as the “**UNMODIFIED DERIVATIVES**”).

The RECIPIENT retains ownership of:

* 1. substances created by the RECIPIENT which contain/incorporate the ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES (hereinafter referred as the “**MODIFICATIONS**”), except that, the KYOTO UNIVERSITY retains ownership rights to the ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVTIVES therein, and
	2. those substances created through the use of the ORIGINAL MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVTIVES or MODIFICATIONS.
1. The RECIPIENT recognizes and acknowledges that the ORIGINAL MATERIAL was created by the scientist at KYOTO UNIVERSITY by utilizing the Red/ET Recombineering technology of Gene Bridges GmBH.
2. The RECIPIENT shall not use the ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES for any purpose other than the academic research purpose of conducting the research set forth in the MATERIAL TRANSFER AGREEMENT (hereinafter referred as “RESEARCH PROJECT”).
3. The RECIPIENT shall receive the prior written approval from KYOTO UNIVERSITY, if the RECIPIENT uses the ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES with anyone else outside of the RECIPIENT’S laboratory to carry out the RESEARCH PROJECT.
4. The ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES shall be used only by the RECIPIENT and others working under RECIPIENT’S direct supervision at the RECIPIENT laboratory, and shall not be used by, as well as shall not be distributed and assigned to anyone else either at the RECIPIENT organization or outside the organization.
5. At the time of publication of the result from the RESEARCH PROJECT, whether in print or in electronic form, the RECIPIENT shall provide a copy of each publication to KYOTO UNIVERSITY.
 iPS Cells Team
 Center for iPS Cell Research and Application (CiRA), Kyoto University
 E-mail: cira-keiyaku@cira.kyoto-u.ac.jp
 FAX: 075-366-7024
 URL: http://www.cira.kyoto-u.ac.jp/e/index.html
6. The RECIPIENT acknowledges that this Agreement is not the agreement to license the intellectual property rights relating the ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES owned by KYOTO UNIVERSITY to the RECIPIENT. The RECIPIENT also acknowledges that no express or implied licenses or other rights are provided to the RECIPIENT from KYOTO UNIVERSITY to use the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES, or any related patents of KYOTO UNIVERSITY for commercial purposes.
7. The RECIPIENT agrees to grant to KYOTO UNIVERSITY royalty-free licenses, which are acquired by its use of the ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES, for teaching and academic research purposes, and will not exercise their intellectual property rights to KYOTO UNIVERSITY.
8. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the ORIGINAL MATERIAL shall be conducted in compliance with all applicable laws, regulations, guidelines and rules. The RECIPIENT shall, if necessary, take any steps or procedures to comply with legal requirements of handling of the ORIGINAL MATERIAL.
9. The RECIPIENT agrees that KYOTO UNIVERSITY makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES, MODIFICATION and any substances derived from the ORIGINAL MATERIAL will not infringe any patent, copyright, trademark, or other proprietary rights. The RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES, MODIFICATION and any substances derived from the ORIGINAL MATERIAL. KYOTO UNIVERSITY will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or claim or demand by any other party made against the RECIPIENT, due to or arising from the use of the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES, MODIFICATION and any substances derived from the ORIGINAL MATERIAL by the RECIPIENT.
10. The RECIPIENT shall cite the paper specified below in any publication.

 Nature. 2007 Jul 19;448(7151):313-7. Epub 2007 Jun 6.

1. The RECIPIENT agrees that RIKEN informs to KYOTO UNIVERSITY of the RECIPIENT name, the RECIPIENT institution, the title of the RESEARCH PROJECT and the date of distribution.
2. The RECIPIENT agrees to expressly describe that “the BIOLOGICAL RESOURCE (the resource name) was provided by the RIKEN BRC through the National Bio-Resource Project of the MEXT, Japan” in Materials and Methods, the Acknowledgement or any other appropriate section in any publication reporting the use thereof. The RECIPIENT also agrees to send information regarding such publication to the RIKEN BRC. The RIKEN BRC may request the RECIPIENT to report on progress and/or results obtained through the use of the BIOLOGICAL RESOURCE, and the RECIPIENT shall respond truthfully to such a request by the RIKEN BRC. The RIKEN BRC may disclose publicly such information to increase the value of the BIOLOGICAL RESOURCE, and to demonstrate the contribution of the RIKEN BRC.
3. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation and distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
4. The access to the BIOLOGICAL RESOURCE is limited to the RECIPIENT and the RECIPIENT’s co-workers and students who work for the purpose specified in Section 2(a) under the direct supervision and full responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell or otherwise dispose of the BIOLOGICAL RESOURCE to any third party. The disposition hereunder shall include any acts to transfer all or any part of the intellectual property or grant a license thereunder with respect to the BIOLOGICAL RESOURCE.

8. Nothing in this AGREEMENT shall be interpreted that the RIKEN BRC grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.

9. The RECIPIENT shall assume all liability for claims against the RECIPIENT and the RIKEN BRC by third parties relating to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the BIOLOGICAL RESOURCE.

1. The RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the BIOLOGICAL RESOURCE.
2. The RECIPIENT agrees that any handling or other activities of the BIOLOGICAL RESOURCE in its laboratory shall be conducted in compliance with all *applicable* laws, regulations and guidelines. The RECIPIENT shall, if necessary, take all steps or procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
3. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
4. In case the RECIPIENT is in breach of this AGREEMENT, the RIKEN BRC may request the RECIPIENT to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the RIKEN BRC.
5. Both parties 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 AGREEMENT.
6. Any matter or dispute which cannot be settled through said amicable discussion shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan.

The RECIPIENT and the RIKEN BRC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

##### RIKEN BioResource Research Center

3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 Japan

Director

Toshihiko Shiroishi, Ph.D.

Signature:

Date:

##### RECIPIENT:

Organization:

Address:

Name of Authorized Representative:

Job Title:

Signature:

Date:

Name of Staff:

Job Title:

Signature:

Date: