



Material Transfer Agreement

The Japan Aerospace Exploration Agency (hereinafter referred to as “JAXA”) and XXXXXX (hereinafter referred to as the “RECIPIENT”) hereby make and enter into this Material Transfer Agreement concerning the provision of research materials owned by JAXA relating to the research (hereinafter referred to as the “Research”) undertaken by YYYYYY (title, name) (hereinafter referred to as “RECIPIENT SCIENTIST”) affiliated with the RECIPIENT.

Article 1 (Provision of Material)

JAXA shall provide to the RECIPIENT all biospecimens listed in the table below (hereinafter referred to as the “Material”) developed and owned by JAXA after signing this Agreement, and the RECIPIENT SCIENTIST shall undertake the Research using the Material. The Material shall be provided at no cost for its preparation except for the distribution costs (shipping fee).

No.	Tissue No.	Tissue name
1		
2		
3		

Article 2 (Use of Material)

1. The RECIPIENT and the RECIPIENT SCIENTIST shall use the Material solely for the following research undertaken by the RECIPIENT SCIENTIST.

Purpose of Use:

Research Description:

- The Research shall be undertaken in accordance with this Agreement and the attached “Research Plan” (in the format of the RECIPIENT) hereof.
- The period for the Research shall be from DATE to DATE.
- The RECIPIENT shall ensure that only the RECIPIENT SCIENTIST conducts the Research using the Material. The RECIPIENT shall not undertake the Research jointly with a third party or entrust the Research to a third party without the prior written consent of JAXA.
- The RECIPIENT shall state the purpose of the Research, assignment, and research institute where the Material will be handled under the Research Plan.

Article 3 (Limited Use)

The RECIPIENT shall not use the Material for any purpose other than the Research, or provide the Material to a third party without the prior written consent of JAXA. Furthermore, the Material and cells, etc. treated by the Material shall not be administered to human subjects or edible living organisms.

Article 4 (Reports and Publication)

- The RECIPIENT shall report the publication of the research results to JAXA by providing an electric version of said results after its publication.
- Inclusion of the following acknowledgement should be considered for all publications. “This result is achieved based on the JAXA Biospecimen Sharing Program (BSP).”
- In addition to the preceding paragraph, the RECIPIENT shall immediately report to JAXA in writing its acquisition of any research result that may be subject to an intellectual property right.

Article 5 (Research Results)

With regard to all research results obtained from the Research (hereinafter referred to as the “Research Results”), JAXA and the RECIPIENT shall determine through separate consultation the



right to acquire intellectual property rights for the Research Results and the attribution of rights, equity, filing method, and other terms and conditions relating to such intellectual property rights.

Article 7 (Confidentiality)

During the Research period and for three (3) years after the end of the Research period, JAXA and the RECIPIENT shall maintain as confidential and shall not disclose to a third party the fact that this Agreement has been made, the Research Results, or the other party's technical information or any other information obtained through the Research that is specified as being specifically confidential; provided, however, that this confidentiality obligation shall not apply to any information that falls under any of the following:

- (1) Information already in the public domain at the time of its disclosure by the other party;
- (2) Information that enters the public domain not due to the receiving party after its disclosure by the other party;
- (3) Information already in possession of the receiving party at the time of its disclosure by the other party;
- (4) Information disclosed without confidentiality obligations by a third party who was duly authorized to disclose such information;
- (5) Information that can be duly proved to have been developed independently without using the other party's Material after disclosure; or
- (6) Information for which prior written consent has been obtained from the other party.

Article 8 (Exemptions)

JAXA shall not assume any responsibility whatsoever in the event of any loss or damage suffered by the RECIPIENT as a result of undertaking the Research using the Material.

Article 9 (Rights)

The execution of this Agreement and the disclosure and provision of the Material shall not constitute an assignment of any licenses or other rights to the RECIPIENT.

Article 10 (Handling of Material After Termination)

The RECIPIENT shall destroy any remaining Material immediately after termination of the Research period as instructed by JAXA.

Article 11 (Effective Term)

1. The effective term of this Agreement shall be the period set forth in Article 2.
2. The provisions of Articles 3 to 10 and Article 12 shall remain in effect after termination of this Agreement for the period as set forth in each of these provisions or until all respective subject matters therein cease to exist.

Article 12 (Applicable Laws and Regulations)

Both parties shall comply with all applicable laws and regulations, including export controls laws and regulations, with respect to the execution of this Material Transfer Agreement and the Research Results obtained therein.

Article 13 (Violations)

JAXA and the RECIPIENT may demand compensation for any damage suffered and may terminate this Agreement by giving written notice in the event that the other party has violated any provision of this Agreement.

Article 14 (Consultation)



For any matters not clearly set forth in this Agreement and any terms and conditions that have caused ambiguities, the parties shall have mutual consultations in good faith and determine the handling of such matters thereof in consideration of the context of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representatives in duplicate, with each party retaining one (1) copy thereof.

Date:

PROVIDER

Institution:	Japan Aerospace Exploration Agency
Department:	Human Spaceflight Technology Directorate
Address:	2-1-1 Sengen, Tsukuba, Ibaraki 305-8505, Japan
Signature:	
Authorized Representative:	
Title:	Manager for JAXA Rodent Research

RECIPIENT SCIENTIST:

Institution / Company:	
Department:	
Address:	
Signature:	
Name:	
Title:	

RECIPIENT:

Institution / Company:	
Department:	
Address:	
Signature:	
Authorized Representative:	
Title:	



* Note on Use of this Agreement

1. For academic investigators, the biospecimen shall be provided at no cost for its preparation except for the distribution costs (shipping fee). In principle, a fee is requested for the provision of Material to for-profit organizations. In such case, please contact JAXA for details.