Material Transfer Agreement (Provider Version)

Showa Medical University (hereinafter referred to as "Party A") and [Recipient Institution Name] (hereinafter referred to as "Party B") hereby enter into the following agreement (hereinafter referred to as "this Agreement") regarding the provision of research materials owned by Party A to Party B.

Article 1 (Provision of Research Materials)

1. Party A shall provide Party B with the following research materials (hereinafter referred to as "the Research Materials"). In the event that the Research Materials are capable of reproduction or propagation, their progeny and reproductions shall also be considered as the Research Materials.

Name:

Quantity:

Type: Material, Microorganism, Compound, Animal, Gene, Protein, Cell, or Other (specify)

1. The provision of the Research Materials shall be [paid/unpaid].
2. In the event of a paid provision, Party B shall pay [amount] yen as compensation for the Research Materials to the designated bank account of Party A. Party B shall be responsible for covering the transfer fee.

Article 2 (Purpose of Use)

1. Party B agrees to use the Research Materials only for the following research purpose:

Research Title:

Research Title:

1. Research Period: From [date] to [date]Party B shall not use the Research Materials for any purpose other than that specified in the preceding paragraph without prior written consent from Party A.

Article 3 (Conditions of Use)

1. Party B shall use the Research Materials only within Party B's facilities and shall not provide, transfer, or lend them to any third party without prior written consent from Party A.
2. Party B shall not use the Research Materials on humans.
3. Party B shall use the Research Materials in compliance with all relevant laws and guidelines.

Article 4 (Handling of Research Results)

1. In the event that Party B elects to publish research results using the Research Materials, Party B shall provide prior notification to Party A and consult with Party A regarding the content of the publication.
2. Party B shall clearly state that the Research Materials were provided by Party A.
3. The ownership of intellectual property rights based on research results obtained using the Research Materials shall be determined through consultation between Party A and Party B.

Article 5 (Confidentiality)

1. Party B shall not use any business, technical, or other operational information obtained in connection with this Agreement for purposes other than those of this Agreement, nor disclose or leak such information to any third party without prior written consent from Party A.However, this shall not apply to:
2. Information that was already in the public domain at the time of disclosure by Party A
3. Information that becomes public knowledge after disclosure by Party A through no fault of Party B
4. Information that was already possessed by Party B at the time of disclosure by Party A
5. Information disclosed by a third party with legitimate authority without obligation
6. Information that can be legitimately proven to have been developed independently without using the Research Materials after disclosure
7. Information for which prior written consent has been obtained from Party A
8. The obligations in the preceding paragraph shall continue for 3 years after the termination of this Agreement.

Article 6 (Non-Warranty)

1. Party A provides the Research Materials to Party B "as is" and makes no warranties, express or implied, regarding the use of the Research Materials by Party B, including but not limited to warranties of non-infringement of third-party intellectual property rights, functionality, completeness, accuracy, or fitness for a particular purpose. Furthermore, Party A shall not be liable for any defects in the Research Materials or any warranty obligations.
2. Party B is responsible for any damages incurred by Party B or any third party resulting from the use of the Research Materials.

Article 7 (Rights)

The provision of the Research Materials under this Agreement does not transfer or license to Party B any ownership, intellectual property rights, or any other rights held by Party A in relation to the Research Materials.

Article 8 (Breach of Contract)

In the event of a breach of this Agreement by Party B, Party A may claim compensation for damages suffered and may terminate this Agreement after providing notice.

Article 9 (Contract Period)

The effective period of this Agreement shall be from the date of signing until the end date of the research period specified in Article 2.

Article 10 (Measures upon Termination of Contract)

Upon termination of this Agreement, Party B shall return or dispose of the Research Materials according to the instructions of Party A.

Article 11 (Dispute Resolution)

Any dispute arising out of or relating to this Agreement shall be submitted to the Tokyo District Court as the exclusive jurisdiction court of first instance.

Article 12 (Governing Law)

This Agreement shall be governed by and interpreted in accordance with Japanese law, excluding the application of conflict of law principles.

Article 13 (Language)

This Agreement shall be executed in the Japanese language.　If an English version is prepared, the English version shall be for reference purposes only and shall have no force or effect.

Article 14 (Other Matters)

Any matters not stipulated in this Agreement or any doubts arising in the interpretation of this Agreement shall be resolved through good faith consultation between Party A and Party B.

In witness whereof, two copies of this Agreement shall be prepared, and Party A and Party B shall sign and seal one copy each.

[Date]

Party A: 1-5-8 Hatanodai, Shinagawa-ku, Tokyo

Showa Medical University

President Katsuji Oguchi

Party B: [Recipient Institution Address]

[Recipient Institution Address]

[Representative Name]