**MATERIAL TRANSFER AGREEMENT (Draft)**

OSAKA UNIVERSITY (“the UNIVERSITY”) confirms that the MATERIAL specified below, which belongs to the UNIVERSITY, shall be transferred to the Recipient Organization (“RECIPIENT”) under the following conditions. Upon receipt of the signed copy of this Agreement from the RECIPIENT, the UNIVERSITY SCIENTIST (identified below) will forward the MATERIAL to the RECIPIENT SCIENTIST (identified below).

I. RECIPIENT (Organization receiving the MATERIAL)

Organization:

Address:

II. Conditions

1. DEFINITIONS

(1) MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.

(2) ORIGINAL MATERIAL:

Name: Sema4A-deficient mice

Quantity:

(3) PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell or organism from organism.

(4) UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product derived from the original MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA forwarded by the UNIVERSITY, or monoclonal antibodies secreted by hybridoma cell line.

(5) MODIFICATIONS: Substances created by the RECIPIENT which contain or incorporate the MATERIAL.

(6) COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization.

2. Purpose of Use (Please specify your research by describing its detail):

3. Place of Use:

4. Length of Use (No indefinite term is acceptable):

5. Terms of Agreement:

(1) The UNIVERSITY retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in the MODIFICATIONS.

(2) The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that the UNIVERSITY retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL, which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS. If either (a) or (b) results from the collaborative efforts of the UNIVERSITY and the RECIPIENT, joint ownership may be negotiated.

(3) The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL and MODIFICATIONS:

a) are used only at the RECIPIENT premises under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision;

b) are used for teaching or not-for-profit research purposes specified in II. 2. only and shall not be used for the COMMERCIAL PURPOSES including any research that is subject to consulting or licensing obligations to any for-profit organizations;

c) shall not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

d) shall not be transferred to any third party without the prior written consent of the UNIVERSITY.

(4) No provision of this Agreement grants the RECIPIENT any express or implied license or any other right under any patent or other intellectual property right in or to the MATERIAL. If the RECIPIENT desires to use or license the MATERIAL and/or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to obtain a commercial license from the UNIVERSITY.

(5) The RECIPIENT SCIENTIST may publish the results of his or her research with the MATERIAL. The RECIPIENT SCIENTIST agrees to acknowledge the contribution of the UNIVERSITY SCIENTIST [by citing the following reference paper] in all publications reporting the use of the MATERIAL and agrees to furnish the UNIVERSITY SCIENTIST with a copy of the manuscript promptly after the publication.

The reference paper:

(6) The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL and/or MODIFICATIONS but agrees to notify the UNIVERSITY upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL and/or MODIFICATIONS.

(7) Relevant information, which is disclosed by the UNIVERSITY to the RECIPIENT in writing and marked “CONFIDENTIAL” in association with the MATERIAL, ("INFORMATION") shall be kept confidential and shall not be disclosed to any third party. INFORMATION does not include such information that (a) can be demonstrated was known by the RECIPIENT at the time of the disclosure, (b) becomes part of the public domain, (c) is rightfully received by RECIPIENT from a third party without an obligation of confidence, (d) is independently developed by RECIPIENT, or (e) is required to be disclosed by law or regulation.

(8) The RECIPIENT acknowledges that the MATERIAL is experimental in nature and may have hazardous properties. THE UNIVERSITY MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE AND PRODUCTION OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF THIRD PARTIES.

(9) Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL. The UNIVERSITY shall not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other parties, due to or arising from the use, storage or disposal of the MATERIAL by the RECIPIENT, except when caused directly by the gross negligence or willful misconduct of the UNIVERSITY.

(10) The RECIPIENT agrees that any handling or other activities undertaken in relation to the MATERIAL shall be conducted in compliance with all applicable laws, regulations and guidelines.

(11) The MATERIAL is provided at no cost or with an optional fee solely to reimburse the UNIVERSITY for its preparation and distribution cost. Payment for such fee shall be made within thirty (30) days after receipt of an invoice, sent to the following address.

Address (If the payment is necessary):

Fedex account number (If RECIPIENT wishes to use Fedex):

(12) Either party has the right to terminate this Agreement on thirty (30) days written notice to the other party. In addition, where the RECIPIENT is in breach of this Agreement, the UNIVERSITY may immediately terminate the Agreement upon written notice to the RECIPIENT.

(13) Upon termination of the Agreement, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the UNIVERSITY, promptly either return or destroy any remaining MATERIAL. Clauses II. 5. (4) to (9) shall survive the termination of this Agreement.

(14) One original copy of this signed Agreement must be returned to Office for University-Industry Collaboration, 2-8, Yamada-Oka, Suita, Osaka, 565-0871, JAPAN. This Agreement may be executed either in an original signed copy or a scanned PDF document. Such scanned PDF document shall be deemed an original instrument.

In witness thereof, the UNIVERSITY and the RECIPIENT cause this Agreement to be executed by their respective duly authorized officers and each party holds one signed copy.

**OSAKA UNIVERSITY**

Authorized Representative: Toshihiro Masaki

Title: Director, Intellectual Property Management,

Office for University-Industry Collaboration

Address: 2-8, Yamada-Oka, Suita, Osaka, 565-0871, JAPAN

Signature : Date:

UNIVERSITY SCIENTIST: Atsushi Kumanogoh

Title: Professor, Department of Respiratory Medicine, Allergy and Rheumatic Disease,

Graduate School of Medicine

Address: 3-1, Yamada-Oka, Suita, Osaka, 565-0871, JAPAN

Signature : Date:

**RECIPIENT**

Authorized Official:

Title:

Organization:

Address:

Signature : Date:

Read and understood by:

RECIPIENT SCIENTIST:

Title:

Address:

Signature : Date: