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 National Institute of Infectious Diseases

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# Material Transfer Agreement

This Material Transfer Agreement has been approved for use by the National Institute of Infectious Diseases, referred to herein as “NIID” in all transfers of research material (“Material”) described below.

Recipient:

Institution:

Date:

Material:

Biosafety level:

１. The Material is provided under the understanding that it remains proprietary to NIID and is to be used solely for research purposes, and that the Material will only be used by the Recipient’s investigator in his/her laboratory, under appropriate strict containment conditions, and for a particular research project described with specificity below:

Description of Project (attach documents if necessary):

2. The Recipient’s scientist agrees not to transfer the material to any person not under his or her direct supervision without prior written agreement from NIID’s part. Any request on another party’s part (for example for the purpose of replication of experiments) for the material will be referred back to NIID. The Recipient may not distribute any progeny (unmodified descendant from the material) or genetically engineered modification which is substantially based on the Material to any other party without express written consent from NIID. NIID reserves the right to distribute the Material to others and to use it for its own purposes, including for possible commercial applications.

3. The Material is provided under the condition that it is used in compliance with all applicable statutes and regulations (including but not limited to those pertaining to the use, transport, storage, breeding and care of live animals, or the use of recombinant DNA). The Material cannot be used in human subjects unless that has been specifically agreed upon by both parties and upon written permission of NIID, and according to all applicable laws and regulations regarding the use of experimental material on human subjects. If the Material is of human origin, it can only be used in accordance with all regulations regarding the use and confidentiality of such Material.

4. NIID extends no warranties of any kind express or implied as to the merchantability or fitness for a particular purpose or use of this material, or that the use of the material will not infringe any patent, copyright, trademark or other proprietary rights that might previously exist. The Material is provided upon the understanding that it is experimental in nature, and as such, may have hazardous properties. NIID shall have no liability to the Recipient in relation to the Materials to the maximum extent permitted under applicable law. NIID is not liable in connection to the use of the material in any event, including without limitation claims and losses arising from injury to the Recipient’s Institution’s employee or any third party, infringement of third party intellectual property.

5. Since this Material represents a significant contribution on NIID’s part, the Recipient agrees to provide appropriate acknowledgement of the source of the Material in all publications or oral presentations based upon the Material. If NIID has given CONFIDENTIAL information to the Recipient (research material stamped CONFIDENTIAL) public disclosure may only be made after NIID has had appropriate time to review the proposed disclosure (not less than 30 days before submission for publication.) In any case, the Recipient shall send NIID a copy of any reports or publications which describe work carried out using the Materials, and NIID shall be entitled to use all such data described in published reports or other publications in order to make them available to third parties. For unpublished data, NIID will only disclose information to third parties following appropriate clearance from investigator, or such information will be used for internal purposes only. Furthermore, no rights are granted to the Recipient under any patents, patent application, trade secrets or other proprietary rights of NIID.

6. In the event that the Recipient makes or observes any new discovery, improvement or invention (‘Invention’) relating to the Materials or as a direct result of the Research Project then the Recipient will bring this to the attention of NIID. The Recipient shall not make or seek to make actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention except with the prior written consent of NIID. If the Recipient subsequently wishes to use the material for commercial purposes, Recipient agrees to negotiate with NIID to establish the terms of a commercial license under the understanding that NIID is under no obligation to grant any such license and may continue to use the material for its own purposes. NIID will, at all times, retain the right to use an Invention for non-commercial research purposes.

1. When the research project is completed, or three (3) years have elapsed (whichever occurs first), the Material will be destroyed by Recipient, or otherwise disposed of as mutually agreed by NIID and Recipient. Recipient agrees that this agreement will terminate upon thirty (30) days written notice by either party, and the Material (and any progeny thereof, or any modification substantially based on Material) disposed of as described above.
2. Recipient’s Biosafety Official shall accept full responsibility for the safety of the Research project and that the research project will be performed in accordance with National rules and regulations for handling the materials. If you agree with the above, please sign and return a copy of this letter to NIID for laboratory records, and the material will be sent to you. The Material is supplied without costs, but the shipping and related costs are the responsibility of the Recipient. As a result, the Material will be shipped only if you provide your Federal Express (or any other appropriate courier service) account number.

**AGREED AND ACCEPTED:**

**Recipient**’s Investigator and Title:

Date: Signature:

**Recipient**’s mailing address:

e-mail address

Recipient’s courier account number & the name:

**Authorized Official** and Title:

Date: Signature:

Contact address of **Authorized Official**:

**Biosafety Official** and Title:

Date: Signature:

Contact address of **Biosafety Official**:

e-mail address:

**Authorized Official for Provider** and Title:

Date: Signature:

Contact address of **Authorized Official for Provider**: