

Human iPS: **HPS0077 : 454E2**

- (1) 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).
- (2) The RECIPIENT recognizes and acknowledges that KYOTO UNIVERSITY retains the ownership of BIOLOGICAL RESOURCE (hereinafter referred as the “ORIGINAL CELL” and any cell reproduced or propagated directly or indirectly from the ORIGINAL CELL regardless of maintaining identity with the ORIGINAL CELL (hereinafter referred as the “CELL”).
- (3) The RECIPIENT agrees that the ORIGINAL CELL, CELL and any cell differentiated from the ORIGINAL CELL or CELL, or any cell obtained in the course of differentiation from the ORIGINAL CELL or CELL:
 - a) will not be used to create human embryos;
 - b) will not be used to create human admixed embryos with embryos of animals including human;
 - c) will not be used to induce differentiation to germ cells, and to create fertilized eggs from the germ cells; and
 - d) will not be used in human subjects for any purpose.
- (4) The RECIPIENT shall not use the ORIGINAL CELL and CELL for any purpose other than academic research purpose of conducting the research set forth in the MATERIAL TRANSFER AGREEMENT (hereinafter referred as “RESEARCH PROJECT”).
- (5) The RECIPIENT shall receive the prior written approval from KYOTO UNIVERSITY, if the RECIPIENT uses the ORIGINAL CELL or CELL with anyone else outside of the RECIPIENT’s laboratory to carry out the RESEARCH PROJECT.
- (6) The RECIPIENT shall receive the prior written approval from KYOTO UNIVERSITY, if the RECIPIENT uses the ORIGINAL CELL, CELL and/or cells differentiated from the ORIGINAL CELL or CELL for commercial purposes including conducting collaborative research or contract research with for-profit organization(s).
- (7) The ORIGINAL CELL and CELL 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.
- (8) At the time of publication of the result from using the ORIGINAL CELL and/or CELL in the RESEARCH PROJECT, whether in print or in electronic form, the RECIPIENT shall provide a copy of each publication to KYOTO UNIVERSITY.

Legal Affairs & IP
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FAX: 81-75-366-7023
URL: <http://www.cira.kyoto-u.ac.jp/e/index.html>
- (9) The RECIPIENT acknowledges that this Agreement is not the agreement to license the intellectual property rights relating the ORIGINAL CELL and CELL 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 CELL, CELL, or any related patents of KYOTO UNIVERSITY for commercial purposes.
- (10) The RECIPIENT agrees to grant to KYOTO UNIVERSITY a non-exclusive, royalty-free licenses, to RECIPIENT’s interest in any inventions or discoveries which are acquired by its use of the ORIGINAL CELL and CELL, for teaching and academic research purposes, and will not exercise such intellectual property rights against KYOTO UNIVERSITY for such purpose.
- (11) 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 CELL, CELL and any cell derived from the ORIGINAL CELL 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 CELL, CELL and any cell derived from the ORIGINAL CELL. 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 CELL, CELL and any cell derived from the ORIGINAL CELL by the RECIPIENT.

- (12) The RECIPIENT shall cite the paper specified below in any publication of the result from the RESEARCH PROJECT.

Okita et al., (2011) A more efficient method to generate integration-free human iPS cells, Nat. Methods

- (13) The RECIPIENT acknowledges that the ORIGINAL CELL was created through introduction of transgenes and that any experiments with implantation or inoculation of the ORIGINAL CELL into living organisms will be deemed recombinant DNA experiment. The RECIPIENT agree to comply with all laws, rules and regulations applicable to perform recombinant DNA experiment and secure necessary approval before conducting such experiments.

- (14) 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.