

HPS4290, HPS4291, HPS4292 [for-profit]

- (1) Under this exhibit attached to MATERIAL TRANSFER AGREEMENT for iPS Cells Deposited by Kyoto University (this “TERMS and CONDITIONS”), the RECIPIENT shall be limited to for-profit organization and the Recipient Scientist belongs to such RECIPIENT.
- (2) The term “MATERIAL” means :
 - a) the human iPS cells identified by BIOLOGICAL RESOURCE No. in the MATERIAL TRANSFER AGREEMENT for iPS Cells Deposited by Kyoto University and the human iPS cells therefrom through the reproduction / propagation or otherwise modification (such modification including but not limited to the gene introduction, gene disruption or any other gene manipulation) process by the RECIPIENT; and
 - b) DNA/RNA extracted, isolated or obtained from the material described in above item a; the substances expressed by such DNA/RNA including the proteins; culture supernatant the material described in above item a; any other substances created derivatively without modification (such modification excluding that is described in above item a) of the material described in above item a; and replicated/propagated thereof, all of those process shall be conducted by the RECIPIENT.For clarity, the substances obtained by the RECIPIENT through the differentiation process are excluded from this definition, and such substances are hereinafter defined as the DIFFERENTIATED CELLS, irrespective of the fact that such substances are terminally differentiated to lose the differentiation ability.
- (3) The RECIPIENT recognizes and acknowledges that KYOTO UNIVERSITY retains the ownership of the MATERIAL.
- (4) The RECIPIENT shall obtain the required patent license(s) relating to the MATERIAL from iPS Academia Japan Inc. prior to use the MATERIAL.
- (5) The RECIPIENT agrees that the MATERIAL:
 - a) shall not be used for human subjects for any purposes and forms;
 - b) shall not be used to generate individuals by either transplantation of the embryo that has been developed from human iPS cells into a human or animal uterus, or any other means;
 - c) shall not be used for introduction of human iPS cells into human embryos;
 - d) shall not be used for introduction of human iPS cells into human fetuses; and
 - e) shall not be used to induce differentiation to germ cells, and to create fertilized eggs from the germ cells, provided however, this clause shall not apply partially if the laws and regulations set forth in Paragraph 14 provide different terms and conditions for using the MATERIAL after the execution of the MATERIAL TRANSFER AGREEMENT for iPS Cells Deposited by Kyoto University, and the RECIPIENT may use the MATERIAL within the scope of the terms and conditions of such laws and regulations, once replaced.
- (6) The RECIPIENT shall not use the MATERIAL for any purpose other than research purpose of conducting the internal research set forth in the MATERIAL TRANSFER AGREEMENT for iPS Cells Deposited by Kyoto University (the “RESEARCH PROJECT”). The RESEARCH PROJECT shall not include i) the sale, lease and license of the MATERIAL, the DIFFERENTIATED CELLS or any substance derived from the MATERIAL to the THIRD PARTY as defined in Paragraph 7, and ii) the uses of the MATERIAL or the DIFFERENTIATED CELLS for the sale, lease and license of the products or service in the form other than above item i, such products include the medium quality controlled or quality assured by the MATERIAL and such service includes the service for reporting the clarification of the candidate drug screened by the DIFFERENTIATED CELLS.
- (7) The MATERIAL shall be used only by the Recipient Scientist and others working under the Recipient Scientist’s direct supervision at the Recipient Scientist’s laboratory, including others of not-for-profit organizations working together to carry out the collaborative research on the RESEARCH PROJECT (the “COLLABORATOR”) at the Recipient Scientist’s or the COLLABORATOR’s laboratories, and shall not be used by, as well as shall not be provided to anyone else within or outside the RECIPIENT (the “THIRD PARTY”). It is recognized by the RECIPIENT that such transfer to the COLLABORATOR may require an appropriate agreement equivalent to this TERMS and CONDITIONS between the RECIPIENT and the COLLABORATOR. Notwithstanding the foregoing of this Paragraph, the MATERIAL modified through the process of the gene introduction, gene disruption or any other gene manipulation by the RECIPIENT (the “GENE-EDITED-CELLS”) shall be used by, as well as shall be provided to the THIRD PARTY with the prior written consent of KYOTO UNIVERSITY.
- (8) The RECIPIENT shall not provide or assign the DIFFERENTIATED CELLS to for-profit organization, or otherwise have for-profit organization to use the DIFFERENTIATED CELLS without the prior written consent from the KYOTO UNIVERSITY.
- (9) At the time of publication of the result from using the MATERIAL in the RESEARCH PROJECT, whether in print or in electronic form,

the RECIPIENT shall cite the papers specified by KYOTO UNIVERSITY and provide appropriate acknowledgement of the source of the MATERIAL by referring to that the human iPS cells identified by BIOLOGICAL RESOURCE No. in the MATERIAL TRANSFER AGREEMENT for iPS Cells Deposited by Kyoto University is established by KYOTO UNIVERSITY in all publications, and provide a copy of each publication to KYOTO UNIVERSITY.

<KYOTO UNIVERSITY>

Medical Applications Promoting Office, Center for iPS Cell Research and Application (CiRA)

E-mail: cira-keiyaku@cira.kyoto-u.ac.jp

HP: <http://www.cira.kyoto-u.ac.jp/e/index.html>

- (10) The RECIPIENT recognizes and acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this TERMS and CONDITIONS, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications or other proprietary rights of KYOTO UNIVERSITY, including any altered forms of the MATERIAL made by KYOTO UNIVERSITY. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, the DIFFERENTIATED CELLS and any substance derived from the MATERIAL, or any related patents of KYOTO UNIVERSITY for commercial purpose.
- (11) The RECIPIENT agrees to grant to KYOTO UNIVERSITY a non-exclusive, royalty-free license, to the RECIPIENT's interest in any inventions or discoveries which are acquired by its use of the MATERIAL, for teaching and academic research purposes, and will not exercise such intellectual property rights against KYOTO UNIVERSITY for such purpose.
- (12) 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 MATERIAL, the DIFFERENTIATED CELLS and any substance derived from the MATERIAL 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 MATERIAL, the DIFFERENTIATED CELLS and any substance derived from the MATERIAL. 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 MATERIAL the DIFFERENTIATED CELLS and any substance derived from the MATERIAL by the RECIPIENT.
- (13) In no event shall KYOTO UNIVERSITY be responsible or liable for the MATERIAL provided to the RECIPIENT, for any loss, claim, damage, liability or expense of whatsoever kind or nature, that may arise or in connection with the receipt, use, handling or storage of the MATERIAL by the RECIPIENT, which the RECIPIENT shall be so doing at its own risk. The RECIPIENT shall indemnify, defend and hold KYOTO UNIVERSITY harmless from and against any claim brought by its employees or a THIRD PARTY for any loss, damage, liability or expense arising out of, relating or in connection with the receipt, use, handling or storage of the MATERIAL by the RECIPIENT.
- (14) The RECIPIENT acknowledges that the MATERIAL was created through introduction of transgenes and that any experiments with implantation or inoculation of the MATERIAL into the living organisms will be deemed recombinant DNA experiment. The RECIPIENT agrees to comply with all laws, rules and regulations applicable to perform recombinant DNA experiment and secure necessary approval before conducting such experiments.
- (15) The RECIPIENT agrees that RIKEN informs to KYOTO UNIVERSITY of the names of the RECIPIENT and the Recipient Scientist, the title of the RESEARCH PROJECT and the date of distribution.