

Human iPS : **[non-for-profit]**

- (1) The RECIPIENT Scientist belongs to a not-for-profit academic organization (i.e. a university or another institution of higher education or any non-profit scientific or educational organization, including government agencies).
- (2) The RECIPIENT recognizes and acknowledges that KYOTO UNIVERSITY retains the ownership of BIOLOGICAL RESOURCE (“ORIGINAL CELL”) and any cell reproduced or propagated directly or indirectly from the ORIGINAL CELL regardless of maintaining identity with the ORIGINAL CELL (“CELL”). The ORIGINAL CELL and CELL are referred to herein as the “MATERIAL”.
- (3) The RECIPIENT shall not use the MATERIAL for any purpose other than academic research purpose of conducting the research set forth in the MATERIAL TRANSFER AGREEMENT (“RESEARCH PROJECT”).
- (4) The RECIPIENT acknowledges that this Agreement is not the agreement to license the intellectual property rights 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 MATERIAL or any related patents of KYOTO UNIVERSITY for commercial purposes.
- (5) The RECIPIENT acknowledges that the MATERIAL was created through introduction of transgenes and that any experiments with implantation or inoculation of the MATERIAL 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.
- (6) The RECIPIENT shall obtain the approval of the applicable institutional review board, institutional ethical committee and/or other committees of the RECIPIENT, based on its internal rules to use the MATERIAL and/or any derivatives, including but not limited to RNAs, DNAs and/or cells differentiated from the MATERIAL (“DERIVATIVE”).
- (7) The RECIPIENT agrees that the MATERIAL and DERIVATIVE;
 - 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
 - d) will not be used in human subjects for any purpose.
- (8) The MATERIAL and DERIVATIVE shall be used only by the RECIPIENT Scientist and others working under RECIPIENT Scientist’s direct supervision at the RECIPIENT Scientist’s laboratory, including those dispatched from other not-for-profit organization(s) working together to carry out the collaborative research on RESEARCH PROJECT at the RECIPIENT Scientist’s laboratory, and shall not be used by or provided to anyone else within or outside the RECIPIENT organization without the prior written consent of KYOTO UNIVERSITY. It is recognized by the RECIPIENT that such transfer may require an appropriate agreement between KYOTO UNIVERSITY or the RECIPIENT and the third party recipient(s).
- (9) The MATERIAL and DERIVATIVE shall not be used for commercial purpose, including conducting collaborative research or contract research with for-profit organization(s) without the prior written consent of KYOTO UNIVERSITY.
- (10) The DERIVATIVE shall not be used for any purpose other than RESEARCH PROJECT without the prior written consent of KYOTO UNIVERSITY.
- (11) At the time of publication of the result from using the MATERIAL and/or DERIVATIVE in the RESEARCH PROJECT, whether in print or in electronic form, the RECIPIENT shall provide a copy of each publication to KYOTO UNIVERSITY.

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- (12) The RECIPIENT agrees to cite the papers if specified in the RIKEN’s online catalog of the MATERIAL and provide appropriate acknowledgement of the source of the MATERIAL and/or DERIVATIVE in all publications.
- (13) If the RECIPIENT desires to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL and/or DERIVATIVE, the REIPIENT agrees to notify KYOTO UNIVERSITY after the publication of the patent application.

- (14) The RECIPIENT agrees to grant to KYOTO UNIVERSITY a non-exclusive, royalty-free license, to RECIPIENT's interest in any inventions or discoveries which are acquired by its use of the MATERIAL and/or DERIVATIVE, for teaching and academic research purposes, and will not exercise such intellectual property rights against KYOTO UNIVERSITY for such purpose.
- (15) 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 and/or DERIVATIVE 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 and DERIVATIVE. 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 and DERIVATIVE by the RECIPIENT.
- (16) 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.