

Human iPS : [for-profit]

- (1) The RECIPIENT recognizes and acknowledges that KYOTO UNIVERSITY retains the ownership of biological material specified in the MATERIAL TRANSFER AGREEMENT for ES/iPS Cells Deposited by Kyoto University ("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".
- (2) The RECIPIENT shall not use the MATERIAL for any purpose other than research purpose of conducting the research set forth in the MATERIAL TRANSFER AGREEMENT between RIKEN and the RECIPIENT ("RESEARCH PROJECT").
- (3) 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.
- (4) The RECIPIENT shall negotiate in good faith with iPS Academia Japan Inc. to establish the terms of a patent license for the patent or patent application, related to the technologies of induced pluripotent stem cells for the receipt and use of the MATERIAL for the RESEARCH PROJECT.
- (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 review board, ethical committee and/or other equivalent 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 shall be used only within the RECIPIENT's premises by the RECIPIENT itself and others working under RECIPIENT's direct supervision, and shall not be used by or be provided to anyone else within or outside the RECIPIENT organization ("THIRD PARTY") without the prior written consent of KYOTO UNIVERSITY.
- (9) The DERIVATIVE shall not be used for any purpose other than RESEARCH PROJECT without the prior written consent of KYOTO UNIVERSITY.
- (10) RECIPIENT shall not provide or make DERIVATIVE available for sale, lease or any other for-profit activities, either with charge or free of charge, to THIRD PARTY. If RECIPIENT wishes to provide or transfer the DERIVATIVE to THIRD PARTY within the scope of RESEARCH PROJECT, RECIPIENT will first obtain prior written consent of KYOTO UNIVERSITY. It is recognized by the RECIPIENT that such transfer of DERIVATIVE may require an appropriate commercial license from KYOTO UNIVERSITY or through iPS Academia Japan Inc..
- (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.

Medical Applications Promoting Office
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URL: <http://www.cira.kyoto-u.ac.jp/e/index.html>
- (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 names of RECIPIENT organization and the RECIPIENT Scientist, the title of the RESEARCH PROJECT and the date of distribution.