[MONTH][DATE], 20[ ]

To: [「学長」の英語名称], Niigata University

**Consent to the Terms and Conditions**

We hereby agree and consent to be bound by the following terms and conditions in receiving the Material described below.

1. Name and Quantity of the Material:
2. Purpose of Research:
3. Purpose of Recipient’s use of the Materials:
4. Terms and Conditions for the Transfer of Research Results Materials:

As set forth in the Exhibit.

[NAME OF ORGANIZATION]

[ADDRESS]

by: [NAME AND TITLE OF SIGNATOR]

**[Exhibit]**

**Terms and Conditions for the Transfer of Research Results Materials**

**(Without Consideration)**

1. **Purpose**

These Terms and Conditions for the Transfer of Research Results Materials (“**Terms**”) set forth the terms and conditions [ ] (“**Recipient**”) is required to comply with in connection with the transfer of the research results materials from Niigata University (“**NU**”) to the Recipient upon the request of the Recipient and as part of the research activities by NU and the Recipient.

1. **Transfer of Materials**
2. NU will transfer the following research results materials (“**Materials**”) to the Recipient without consideration therefor (“**Transfer**”).
3. Name of the Materials:
4. Quantity of the Materials:
5. Researcher of NU managing the Materials (Name, position):
6. Researcher of the Recipient using the Materials (Name, position):
7. Purpose of Recipient’s use of the Materials:
8. Term of Recipient’s right to use the Materials:

[MONTH] [DATE], 20[ ] to [MONTH] [DATE], 20[ ].

1. If the Materials are propagable, offspring or outgrowth therefrom shall also be deemed as the Materials.
2. **Purpose of Use**
3. The Recipient shall use the Materials solely for the purpose as set forth in Article 2(1)(v) (provided that such purpose is limited to a non-profit and non-clinical purpose) (“**Purpose**”). The Recipient shall use the Materials in compliance with all applicable treaties, laws, regulations, and rules established by governmental or other public agencies, and public policies.
4. The Recipient shall not transfer the Materials (including materials derived or produced from, or formed by the Materials, or materials derived, produced or formed by modification or changes to the Materials and have primary elements or components of the Materials) to a third party without NU’s prior written consent.
5. When publishing the results, outcome, findings, products or other achievements derived or obtained from, or by using the Materials in a paper, article, thesis or other publication, the Recipient shall clearly set out therein that the Materials have been provided by NU’s researcher; [NAME], [DEPARTMENT/ORGANIZATION].
6. **Receipt of Materials**

Upon receipt of the Materials, the Recipient shall report such receipt to the researcher as set out in Article 3, Paragraph 3.

1. **Shipment Costs**

The Recipient shall bear the costs for delivery, maintenance, control, management, use and return of the Materials.

1. **Title and Ownership**
2. Any and all ownership of, and titles to other rights pertinent to the Materials (including any materials derived, obtained or formed by accession, mixture or processing the Materials) shall belong to or vest in NU.
3. Except for otherwise set forth herein, the Terms shall not, and shall not be construed or deemed to, transfer any patent, or other rights of NU pertinent to the Materials (including any industrial property rights), or grant a license thereto.
4. **Period of Use**
5. The term of the right to use the Materials (the “**Period of Use**”) shall be the term as set forth in Article 2 (1) (iv); provided, however, that NU may extend or shorten the Period of Use at its sole discretion.
6. Upon the expiration of the Period of Use, the Recipient shall immediately discard or return the Materials to NU, pursuant to NU’s instruction, except for the Materials used within the scope of the Purpose and in accordance with the Terms.
7. If (i) the Recipient breaches the Terms or (ii) whenever NU deems necessary, the Recipient shall immediately discard or return the Materials (including materials derived or produced from, or formed by the Materials, or materials derived, produced or formed by modification or changes to the Materials and have primary elements or components of the Materials) to NU, pursuant to NU’s instruction.
8. **Confidentiality**
9. The Recipient shall keep all information provided or disclosed by NU in connection with the Transfer confidential, and shall not disclose or divulge such information to any third party, unless NU gives prior written consent thereto; provided, however, that this restriction shall not apply to information set forth in the following items:
10. Information that was already publicly known at the time of provision or disclosure thereof by NU;
11. Information that became publicly known by publication or announcement by a third party after the provision or disclosure of such information by NU, or becomes publicly known for reasons not attributable to the Recipient;
12. Information which the Recipient can prove by documentation that was already in its possession when disclosed by NU;
13. Information obtained by the Recipient from an independent third party without any legal confidential obligations; provided that such information was not obtained by such third party directly or indirectly from NU;
14. Information which the Recipient can prove by documentation that it has independently developed or obtained and is not based on the information provided by NU;
15. Information the Recipient is compelled to disclose pursuant to an order of a court or any provision of law.
16. This Article shall remain full force and effect during the Period of Use and for five (5) years after the expiration thereof; provided, however, that this may be extended or shortened upon discussion between NU and the Recipient.
17. **Treatment of New Results**
18. If any research and development results are produced from the Materials, the Recipient shall immediately provide NU with notice describing the details thereof, and shall discuss with NU about the treatment of such results.
19. If the Recipient wishes to use the research and development results set forth in the preceding paragraph for commercial purposes, the Recipient shall immediately provide NU with notice describing the details thereof, and shall discuss with NU about the consideration therefor to be paid by the Recipient to NU.
20. This Article 9 shall remain in full force and effect for [To be filled in by NU] years from the date of Transfer.
21. **No Warranties**

The Materials have been produced during the course of research, and are of an experimental nature for research purposes. NU makes no warranties, either express or implied, regarding (i) non-infringement of any third party rights including industrial property rights, (ii) quality, performance, safety, or (iii) any and all other matters with respect to the Materials. In addition, NU will not be responsible for any consequences arising from the use or custody of the Materials, and will not indemnify Recipient for any damages (either direct or indirect) whatsoever arising from or relating to Recipient’s use or custody of the Materials.

1. **Good Faith Discussion**

For any matters not set forth herein or if any question arises with respect to the interpretation of the Terms, NU and Recipient shall resolve such matter or question upon mutual good faith discussion.

1. **Governing Law, Jurisdiction**

These Terms shall be governed by, and shall be construed in accordance with the laws of Japan. The parties agree that the Niigata district court shall have exclusive jurisdiction over any and all disputes arising from or in connection with the Terms or the Transfer.

1. **[ ]**

[Note] Any other conditions may be added by the NU and set forth herein as Article 13.