

Date:
Receipt No.

KYOTO UNIVERSITY MATERIAL TRANSFER AGREEMENT (“AGREEMENT”)

(Note: If the terms and conditions set forth below are acceptable, please sign in the spaces below.)

Accepted and agreed to by:

Recipient:

Organization Name:

Authorized Representative:

Name:

Title:

Signature: _____

Date: _____

Recipient Scientist:

Name:

Title:

Division:

Signature: _____

Date: _____

In response to a request by the RECIPIENT (identified below) for Stock Tg(Nanog-GFP, Puro) 1 Yam (the “ORIGINAL MATERIAL”), PROVIDER (identified below) asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following terms and conditions before the RECIPIENT receives the ORIGINAL MATERIAL.

The ORIGINAL MATERIAL being transferred has been deposited in RIKEN BioResource Center (“RIKEN”) and made available through RIKEN to the RECIPIENT for use in the following research (the “RESEARCH PROJECT”).

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL as identified at the end of the AGREEMENT.
2. PROVIDER SCIENTIST: The scientist employed by the PROVIDER, providing the ORIGINAL MATERIAL. The name and address of this party will be identified at the end of the AGREEMENT.
3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be identified at the end of the AGREEMENT.
4. RECIPIENT SCIENTIST: The scientist employed by the RECIPIENT, receiving the ORIGINAL MATERIAL. The name and address of this party will be identified at the end of the AGREEMENT.
5. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not PROGENY, or UNMODIFIED DERIVATIVES.
6. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
7. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit of or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
8. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.
9. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above

conditions of this definition are met.

10. **NONPROFIT ORGANIZATION(S)**: A university or other institution of higher education or any nonprofit scientific or educational organization.

II. Terms and Conditions of this AGREEMENT:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. RECIPIENT and the RECIPIENT SCIENTIST acknowledge that the MATERIAL has been created through the use of RED/ET Recombination System owned by Gene Bridges GmbH.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

(a) is to be used for teaching and academic research purposes described in the RESEARCH PROJECT;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

(c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or by others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER and RIKEN.

5. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available from RIKEN, the PROVIDER agrees to make the MATERIAL available, under a separate AGREEMENT having terms consistent with the terms of this AGREEMENT, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research.

6. (a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

(b) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS.

7. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this AGREEMENT, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

8. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Japanese Government.

9. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

10. Any MATERIAL delivered pursuant to this AGREEMENT is understood to be experimental in nature and may have hazardous properties. The PROVIDER 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 WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

11. The RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER 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 by the RECIPIENT, except when caused by the gross negligence or willful misconduct of the PROVIDER.

12. This AGREEMENT shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the ORIGINAL MATERIAL in all publications.

13. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, for example, those relating to research involving the use of animals or recombinant DNA.

14. This AGREEMENT will terminate on the earliest of the following dates:

(a) on completion of the RESEARCH PROJECT, or

(b) on thirty (30) days written notice by either party to the other, provided that:

(i) if termination should occur under 14(a), the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this AGREEMENT as they apply to MODIFICATIONS; and

(ii) in the event the PROVIDER terminates this AGREEMENT under 14(b) other than for breach of this AGREEMENT or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this AGREEMENT as they apply to MODIFICATIONS.

15. Paragraphs 7, 8, 9, 10, 11 and 12 shall survive termination.

16. The RECIPIENT acknowledges that a separate agreement with RIKEN is required to transfer the ORIGINAL MATERIAL. Upon execution of this Agreement and RIKEN's agreement, RIKEN will arrange the transfer of the ORIGINAL MATERIAL.

If the above conditions are acceptable, please have an authorized representative of the RECIPIENT sign and return one copy to:

iPS cells team
Center for iPS Cell Research and Application,
iCeMS, Kyoto University
53 Kawahara-cho, Shogoin, Sakyo-ku, Kyoto 606-8507, JAPAN

IDENTIFYING INFORMATION

RECIPIENT:

(Organization Name)
(Authorized Representative's Name)
(Authorized Representative's Title)

RECIPIENT SCIENTIST:

(Name)
(Title)
(Division)
(Full Address)

(Email)
(Telephone number) (FAX number)

Contact for this MTA:

(Name)
(Division)
(Full Address)

(Email)
(Telephone number) (FAX number)

Contact for shipment:

(Name)
(Email)
(Telephone number) (FAX number)

PROVIDER:

(Organization Name) Kyoto University

PROVIDER SCIENTIST:

(Name) Sinya Yamanaka
(Title) Director of Center for iPS Cell Research and Application, iCeMS, Kyoto University
(Full Address) 53 Kawahara-cho, Shogoin, Sakyo-ku, Kyoto 606-8507, JAPAN
(Email) miPS-contact@mail2.adm.kyoto-u.ac.jp

Exhibit 2

RESEARCH PROJECT

I. Title:

II. Purpose:

III. Outline:

SAMPLE