

MATERIAL TRANSFER AGREEMENT FOR TLR KNOCKOUT MICE

This Material Transfer Agreement (“Agreement”) is entered into effective as of the date of the last signature below by ORIENTAL BIOSERVICE, INC. (“OBS”) and _____ (“Institution”).

RECITALS:

WHEREAS, OBS is licensed by Japan Science and Technology (“JST”) to breed and distribute TLR knockout mice (“Material”);

WHEREAS, Institution desires that OBS breed and distribute the Material to Institution; and

WHEREAS, OBS is willing to provide such Material to Institution under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Upon execution of this Agreement, OBS shall provide to Institution the Material. “Material” as used herein means _____.
2. The Material will be used solely within Institution’s internal facilities and will not be transferred to any third party. The Material will be used solely for internal research purposes and for no other purpose.
3. Institution shall pay OBS fees of two hundred thousands Japanese Yen (¥200,000 JPY) for each line of the Material on receipt of invoice. All payments due to OBS shall be in Japanese Yen and wire transferred to the bank account defined below.

Mizuho Bank
Shichijo branch office
Account No.: 1375

Oriental BioService, Inc.
Address: 28 Kadonochō, Nishikyōgoku, Ukyō-ku
Kyoto 615-0882, Japan
Phone: +81-75-322-1177
Fax: +81-75-322-0232

OBS will have no obligation to breed and distribute the Material under this Agreement until it has received the total project fees payable to OBS hereunder. OBS will deliver to Institution 4 mice homozygous (2 pairs of animals of the opposite sex).

4. Institution shall be responsible for making shipping arrangements for the Material to Institution from OBS at its own expense, and shall bear the risk of loss of any Material shipped to Institution under this Agreement from the point of shipment. Institution shall be responsible for paying all delivery charges, and, if desired, insurance for the Material shipped to Institution from OBS.

5. Institution will indemnify, defend and hold harmless OBS and JST from against any and all claims, losses, liabilities and damages arising from or related to the Institution’s use of the Material. The Material is provided to recipient without any warranty, express or implied, including any warranty of merchantability or

fitness for a particular purpose or that the use of the material will not infringe any patent or other proprietary rights of others.

6. Institution agrees that any person utilizing the Material within Institution will be advised of and shall be subject to the conditions of this Agreement.

The parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

OBS

Institution

ORIENTAL BIOSERVICE, INC.

(NAME OF INSTITUTION)

By: _____
Takashi Hori
President

By: _____
(printed name)
Title: _____

Date: _____

Date: _____