

Material Transfer Agreement

Hiroshima University (hereinafter referred to as the "HIROSHIMA") and Universidad de Los Lagos (hereinafter referred to as "PROVIDER") hereby make and enter into this Material Transfer Agreement concerning the provision of research materials owned by PROVIDER relating to the research (hereinafter referred to as the "Research") undertaken by Professor Fumito MARUYAMA hereinafter referred to as "HIROSHIMA SCIENTIST") affiliated to the HIROSHIMA.

Article 1 (Provision of Research Materials)

PROVIDER shall provide free of charge "Microorganisms, 1,000 isolates" (hereinafter referred to as the "Material") developed and owned by PROVIDER to the HIROSHIMA immediately after signing this Agreement and HIROSHIMA SCIENTIST shall undertake the Research using the Material.

Article 2 (Use of Material)

1. HIROSHIMA and HIROSHIMA SCIENTIST shall use the Material solely for the following research undertaken by HIROSHIMA SCIENTIST.

Purpose of Use:

To characterize the genome and phenotype of the microorganisms in the environments.

2. Research Description:

For bioprospecting purpose, the researchers will isolate microorganisms (virus, bacteria, and fungi) from natural and built environments where PROVIDER can access. In addition to the genomic and phenotypic characterization of these isolates, the researchers will characterize the metagenomic properties of the environments.

3. The Research shall be undertaken in accordance with this Agreement and the attached "Research Plan" hereof.

4. The period for the Research shall be from 2020 to 2030.

5. HIROSHIMA ensures that HIROSHIMA SCIENTIST undertakes the Research using the Material and HIROSHIMA shall not undertake the Research jointly with a third party or entrust the Research to a third party without the prior written consent of PROVIDER.

Article 3 (Limited Use)

HIROSHIMA shall not use the Material for any purpose other than the Research without the prior written consent of PROVIDER, and shall not provide the Material to a third party. Furthermore, Materials and cells, etc. handled using the Material shall not be administered to human subjects or edible living organisms.

Article 4 (Reports)

1. HIROSHIMA shall report the results of the Research to PROVIDER in writing within 30 days of end of the Research period.

2. In addition to the preceding paragraph, if HIROSHIMA attained any research results which may be subject to an intellectual property right, HIROSHIMA shall report to PROVIDER in writing immediately after such attainment.

Article 5 (Research Results)

With regard to all research results obtained from the Research (hereinafter referred to as the "Research Results"), HIROSHIMA and PROVIDER shall determine through separate consultation the right to acquire intellectual property rights for the Research Results and the attribution of rights, equity, filing method, and other terms and conditions relating to such intellectual property rights.

Article 6 (Publication)

1. HIROSHIMA may publish the Research and the Research Results based on the HIROSHIMA's social mission. HIROSHIMA shall notify PROVIDER in writing in advance of such publication, the timing, and method, etc. with regard to publications within one (1) year of the end of the Research period.
2. PROVIDER, having received the notification from HIROSHIMA provided for in the preceding paragraph, may request consultation with HIROSHIMA regarding publication details to be amended within 15 days of receiving such notification only on the grounds that the publication of Research Results, etc. includes information subject to the obligation to maintain confidentiality stipulated in Article 7 or includes details to be protected due to the filing of applications.
3. When publishing as provided for in the preceding paragraph, HIROSHIMA shall, in accordance with a request from PROVIDER, acknowledge that PROVIDER is the source of the Material.

Article 7 (Confidentiality)

During the Research period and for three (3) years after the end of the Research period, HIROSHIMA and PROVIDER shall maintain as confidential and shall not disclose to a third party, the fact that this Agreement has been made, the Research Results, or the other party's technical information or any other information specified as being specifically confidential which is obtained through the Research; provided, however, that this confidentiality obligation shall not apply to any information which falls under any of the following:

- (1) Information already in the public domain at the time it is disclosed by the other party;
- (2) Information which enters the public domain not due to the receiving party after it is disclosed by the other party;
- (3) Information already in the possession of the receiving party at the time it is disclosed by the other party;
- (4) Information disclosed without confidentiality obligations by a third party who was duly authorized to disclose such information;
- (5) Information which can be duly proved to have been developed independently without using the other party's Material after disclosure; or
- (6) Information for which a prior written consent has been obtained from the other party.

Article 8 (Exemptions)

PROVIDER shall not assume any responsibility whatsoever in the event that any loss or damages are incurred to the HIROSHIMA as a result of undertaking the Research using the Material.

Article 9 (Rights)

The execution of this Agreement and the disclosure and provision of the Material shall not constitute an assignment of any licenses or other rights to HIROSHIMA.

Article 10 (Handling of Material After Termination)

HIROSHIMA shall, in accordance with instructions from PROVIDER, return or destroy any remaining Material immediately after the termination of the Research period.

Article 11 (Effective Term)

1. The effective term of this Agreement shall be the period set forth in Article 2.
2. The provisions of Article 3 to Article 10 and Article 12 shall remain in effect even after the termination of this Agreement for the period as set forth in each of these provisions or until all the respective subject matter therein cease to exit.

Article 12 (Applicable Laws and Regulations)

Both parties comply with all applicable laws and regulations, including export controls laws and regulations, with respect to the execution of this Material Transfer Agreement and the Research Results obtained therein.

Article 13 (Violations)

HIROSHIMA and PROVIDER may demand compensation for damages suffered and may terminate this Agreement by giving a written notice in the event that the other party has violated any provision of this Agreement.

Article 14 (Operative and Institutional Coordinators of the agreement at Universidad de Los Lagos)

To facilitate activities and to promote specific actions within this agreement, Dr. Ricardo Fernández, from the Health Department, will act as Operative Coordinator at the Universidad de Los Lagos. On the other hand, the International Relation Office will be responsible for the institutional representation and monitoring of the agreement and other specific agreements that derived from this. All notifications should be sent to the International Relation Office as following: Dr. Oscar Díaz Carrasco, Director of the International Relation Office, Universidad de Los Lagos, rrii@ulagos.cl, Cochrane N°1070, P.O. Box 933, Osorno, Chile

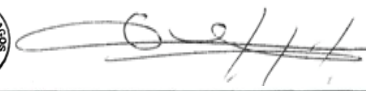
Article 15 (Consultation)

For any matters not clearly set forth in this Agreement and any terms and conditions which have caused ambiguities, the parties shall have mutual consultations in good faith and determine the handling of such matters thereof in consideration of the context of this Agreement.


In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representatives in duplicate, each party retaining one (1) copy thereof respectively.

Date:

PROVIDER

Institution / Company:	Universidad de Los Lagos
Department:	
Address:	Cochrane 1070, Osorno, Chile
Signature:	
Authorized Representative:	Óscar Garrido Álvarez
Title:	Rector

RECIPIENT:

Institution / Company:	Hiroshima University
Department:	
Address:	1-3-2 Kagamiyama, Higashi-Hiroshima City, Hiroshima Pref., 739-8511, Japan
Signature:	 27th July, 2020
Authorized Representative:	TATE Shinichi
Title:	Executive Director (Industry-Academia-Government and Community Collaboration)

* Note for the Use of this Agreement

1. In principle, a fee is requested for the provision of Material to for-profit organizations. Please make enquires with the External Fund Management Section in such case.
2. The format of the "Research Plan" provided for in Article 2 shall be left to your discretion. In accordance with the nature of the Material, please state the purpose of the research, the assignment, the research institute and, if any, the name of individual other than RECIPIENT SCIENTIST who takes part in the research.