

UFSCar

Nº 3º TA ao AC 178/2012

Proc. 3169/2012-00

Amendment No.3 to International Cooperation Agreement

This Amendment No.3 is made and entered into by and between the National Institute of Advanced Industrial Science and Technology (hereinafter referred to as "AIST") and the Federal University of São Carlos (hereinafter referred to as "UFSCar"), in respect of the existing international cooperation agreement between the parties dated March 7, 2013 whose joint research is titled "Bioluminescence and its Biophotonic applications", the copy of which is attached hereto as Annex 1 (hereinafter referred to as the "Original Agreement").

Whereas the Original Agreement expired on March 31, 2014, and the term of the Original Agreement was extended for additional twenty-four (24) months, expiring on March 31, 2016 by "Amendment No.1 for EXTENSION to International Cooperation Agreement" dated July 9, 2014 (hereinafter referred to as the "Amendment No.1"), the copy of which is attached hereto as Annex 2.

Whereas the Parties wished to extend the term of the Original Agreement amended by Amendment No.1 for additional twelve (12) months, expiring on March 31, 2017 by Amendment 2 to for EXTENSION to International Cooperation Agreement dated March 24, 2016 (hereinafter referred to as "Amendment No.2"), the copy of which is attached hereto as Annex 3.

Whereas the Parties desire to add the specific conditions to manage research materials exchanged between Parties under Original Agreement amended by Amendment No.1 and 2 (hereinafter referred to as "Current Agreement").

NOW THEREFORE, the parties agree as follows:

1. Specific conditions to manage research materials exchanged between Parties shall be added to and incorporated in the Current Agreement as an Attachment 3 'Research Materials Clause', which is attached hereto, in accordance with Sixth Clause, second Sub-Clause (VI.2.1.3), and Eight Clause, first Sub-Clause, (VIII.1) of the Current Agreement.
2. All other terms and provisions of the Current Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No.3 to be signed and executed by their duly authorized representatives in duplicate, each party retaining one (1) copy thereof, respectively. This Amendment No.3 shall come into effect as of 5th March, 2016 with the both signatures.

Date: July 20. 2016

【AIST】 National Institute of Advanced Industrial Science and Technology

彌井 夏子

Dr. Natsuko Sakai,

Director, Collaboration Promotion and International Affairs Division,

Research and Innovation Promotion Headquarters

for and behalf of Dr. Ryoji Chubachi, President,

taking over from Dr. Tamotsu Nomakuchi described in the Original Agreement

Witness:

Y. Li

Dr. Yoshihiro Ohmiya

Director, BioMedical Institute

Date: 24 JUN 2016

【UFSCar】 Federal University of São Carlos

Prof. Targino de Araujo Filho, Ph.D.

Rector

Witness:

M. Estela A. P. Canevarolo

M. Estela A. P. Canevarolo
Coordenadora da Divisão de Convênios

Name: Prof. Camila Höfling, Ph.D.

International Relations Officer

Attachment 3: Research Materials Clause

1. The SENDER shall be defined as the Party which provides the MATERIAL to the other Party, and RECIPIENT shall be defined as the Party which receives the MATERIAL from the other Party. Under this Agreement SENDER is UFSCar and RECIPIENT is AIST.
2. The material to be sent, in the amount of 2 x 1.5ml plastic microtubes each, "Plasmid DNA containing the luciferase cDNA of Macrolampis sp2 firefly" in set or single, hereinafter referred to as MATERIAL. RECIPIENT now acknowledges that they are the exclusive property of SENDER.
3. The Agreement shall not grant the RECIPIENT any ownership rights on these MATERIALS or on the processes generated from these MATERIALS that are under patent.
4. The MATERIAL received shall be handled as Confidential Information, as stipulated in Fourth Clause of the Current Agreement, and shall not be passed on to third parties, other persons or institutions, without a written Authorization from the SENDER.
5. The MATERIAL received shall not be multiplied and shall be used by the RECIPIENT for research and testing only which results shall be used to evaluate the feasibility of using luciferase cDNA of Macrolampis sp2 as dual reporter gene and pH ratiometric biosensor in mammalian cells. In the case of feasibility, a new agreement and authorization / license to use the MATERIAL shall be entered into between the parties.
6. Using the MATERIAL, process or product given or reported under this Agreement for any other study, research and commercial exploitation by RECIPIENT is forbidden, unless otherwise agreed in writing.
7. The RECIPIENT acknowledges that it accepts the sample with awareness that it is an experimental material which will be provided by the SENDER without any guarantee as to the achievement of technical results, expressed or implied.
8. The RECIPIENT undertakes to share with the SENDER only scientific information resulting from the research results by using the transferred MATERIAL, also ensuring partnership in any intellectual property generated based on the MATERIAL or processes resulting from its use. If any intellectual property included in the modification of MATERIAL were resulted from the collaborative efforts of SENDER and RECIPIENT, its ownership, except that SENDER retains ownership rights to the MATERIAL included herein, shall be generally negotiated in accordance with Six Clause Second Sub-Clause

(VI.2.1.2) of the Current Agreement.

9. The RECIPIENT undertakes to:

- a) not to claim on its own behalf, any form of intellectual property in whole or in part, or change of samples transferred pursuant to this Agreement;
- b) not to claim ownership of the transferred samples;
- c) not to disclose technical or scientific articles or promote any related disclosure to research and testing with samples subject to this Attachment 3;
- d) not to allow third party to have access to the samples subject to this Agreement unless agreed in this Attachment 3;
- e) request the SENDER prior written consent in the event of samples transfer to third parties by full referral of individuals or legal entities to which the samples will be transferred;
- f) not to use the MATERIALS in human subjects or in clinical trials involving human subjects;
- g) discontinue its use of the MATERIALS upon completion of this Joint Research, and return or destroy any remaining MATERIALS and its modifications under the direction of SENDER unless otherwise agreed in writing.

10. The RECIPIENT takes, alone and exclusively, civil liability for damage caused to third parties due to the RECIPIENT's use of samples transferred by the SENDER, with no solidarity between the parties in the event of judicial or extrajudicial claim except for the damages caused by the gross negligence or willful misconduct of the SENDER.

11. The RECIPIENT is forced to report the SENDER, within six (6) months from the receipt of the material, in writing, the first test results carried out so far and other subsequent results if any, and any adverse effect possibly occurred during the handling of the samples mentioned in this Agreement, and also the result of the tests, especially those relating to human health and the environment.