



Data Transfer Agreement on Unpublished Research Data of Mouse Habitat Unit (MHU) missions

The Japan Aerospace Exploration Agency (hereinafter referred to as “JAXA”) and XXXXXX (hereinafter referred to as the “RECIPIENT”) hereby make and enter into this Data Transfer Agreement concerning the provision of Unpublished Research Data that have been obtained from the Mouse Habitat Unit (MHU) missions by the primary investigators and JAXA relating to the research undertaken by the RECIPIENT affiliated with the Authorized Representative, YYYYYY. The data may be provided to multiple RECIPIENTS upon request. The Agreement will terminate when the data is published by any RECIPIENT.

Article 1 (Provision of Data)

JAXA shall provide to the RECIPIENT all Data listed in the table below, or part of the Data, developed and owned by JAXA, or any derivatives therefrom (hereinafter referred to as the “Data”), after signing this Agreement, and the RECIPIENT shall undertake the research using the Data. The Data shall be provided to non-profit and academic investigators at no cost for use of the Data except for the distribution costs (shipping fee etc.).

Data No.	Data name

Article 2 (Limited Use)

The RECIPIENT shall not use the Data for any purpose other than the research, or provide the Data to a third party without the prior written consent of JAXA.

Article 3 (Reports and Publications)

1. The Research Results obtained through use of the Data may be published by the RECIPIENT. The publication shall clearly state the registration number of open access database.
2. Any such publication shall remain subject to prior request by the RECIPIENT to JAXA. With the request, the Data will be released on open access database.
3. The RECIPIENT shall report the publication to JAXA by providing an electric version of said results after its publication.
4. In the publication using the Data, the RECIPIENT shall cite one or more of the result publications by the primary investigators of the JAXA Mouse Habitat Unit (MHU) missions. The result publications are listed along with the Data number and name on the ibSLS website.
5. For all the publications using the Data, the RECIPIENT shall include the following text in the acknowledgement of the publication:
This result is achieved based on the JAXA-ToMMo Integrated Biobank for Space Life Science (ibSLS).
6. The RECIPIENT shall report to JAXA in writing its acquisition of any research result that may be subject to an intellectual property right.

Article 4 (Confidentiality)

JAXA and the RECIPIENT 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 obtained through the Research that is specified as being specifically confidential; provided, however, that this confidentiality obligation shall not apply to any information that falls under any of the following:



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

Article 5 (Exemptions)

JAXA shall not assume any responsibility whatsoever in the event of any loss or damage suffered by the RECIPIENT as a result of undertaking the research using the Data.

Article 6 (Rights)

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

Article 7 (Effective Term)

The effective term of this Agreement shall terminate when any reports and/or publication are released using the Data or by March 31, 2025.

Article 8 (Applicable Laws and Regulations)

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

Article 9 (Violations)

JAXA and the RECIPIENT may demand compensation for any damage suffered and may terminate this Agreement by giving written notice in the event that the other party has violated any provision of this Agreement.

Article 10 (Liabilities)

The RECIPIENT agrees that JAXA shall not be liable for such use, or any loss, claim or damages which may arise from or in connection with the use, handling or storage of the Data, except in the case of gross negligence by JAXA.

Article 11 (Consultation)

For any matters not clearly set forth in this Agreement and any terms and conditions that 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, with each party retaining one (1) copy thereof.



Date:

PROVIDER

Institution:	Japan Aerospace Exploration Agency
Department:	Human Spaceflight Technology Directorate
Address:	2-1-1 Sengen, Tsukuba, Ibaraki 305-8505, Japan
Signature:	
Name:	
Title:	Manager for JAXA Rodent Research

RECIPIENT:

[Note] Non-profit and academic investigators ONLY.

Institution / Company:	
Department:	
Address:	
Signature:	
Name:	
Title:	

Authorized Representative:

[Note] Non-profit and academic institution ONLY.

Institution / Company:	
Department:	
Address:	
Signature:	
Name:	
Title:	