

RIKEN BRC

MATERIAL TRANSFER AGREEMENT **(For Use for For-Profit Research Purpose)**

RECIPIENT

Recipient Scientist (Principal Investigator): _____

Recipient Organization: _____

Address: _____

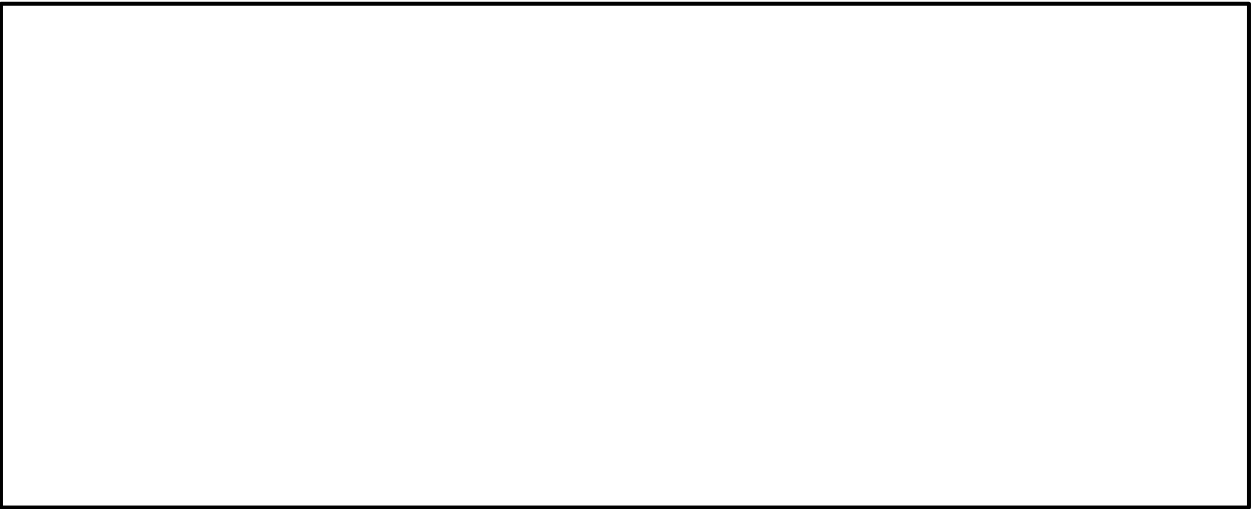
This Material Transfer Agreement sets forth the terms and conditions under which RIKEN BioResource Research Center (hereinafter referred to as 'RIKEN BRC') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as

_____ (RIKEN BRC No. _____)

and its derivatives (hereinafter referred to as the 'BIOLOGICAL RESOURCE') in response to the RECIPIENT's request, and with which the RECIPIENT scientist and organization agree before the RECIPIENT receives the BIOLOGICAL RESOURCE:

1. The RIKEN BRC, a non-profit public organization financed by the Japanese Government, is engaged in collection, maintenance, storage, propagation, quality control and distribution of the biological resources, in order to contribute to the Japanese and international scientific community in the field of life sciences.
2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specific purpose (when applicable, the specific purpose shall be the same as approved by the DEPOSITOR in the APPROVAL FORM):

- (b) The RECIPIENT shall obtain a written prior permission from the RIKEN BRC for the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.
3. The RECIPIENT shall not use the BIOLOGICAL RESOURCE for diagnosis or treatment of humans or other direct applications to human bodies or as food source for humans.
4. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following terms and conditions set forth by the DEPOSITOR, which are specified in the RIKEN BRC Catalog and/or Website:



In the case requested by the DEPOSITOR, the RECIPIENT should obtain an approval from the DEPOSITOR using the APPROVAL FORM prior to entering the AGREEMENT with the RIKEN BRC.

5. The RECIPIENT agrees to expressly describe that “the BIOLOGICAL RESOURCE (the resource name) was provided by the RIKEN BRC through the National BioResource Project of the MEXT, Japan” in Materials and Methods, the Acknowledgement or any other appropriate section in any publication reporting the use thereof. The RECIPIENT also agrees to send information regarding such publication to the RIKEN BRC. In the event that the RECIPIENT achieves the purpose of Section 2(a), and/or secures patents related to those purposes, the RECIPIENT shall notify the RIKEN BRC of these achievements. The RIKEN BRC may disclose publicly such information and/or achievements to increase the value of the BIOLOGICAL RESOURCE, and to demonstrate the contribution of the RIKEN BRC.
6. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation and distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
7. The access to the BIOLOGICAL RESOURCE is limited to the RECIPIENT and the RECIPIENT’s co-workers and students who work for the purpose specified in Section 2 (a) under the direct supervision and full responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell or otherwise dispose of the BIOLOGICAL RESOURCE to any third-party including co-workers and students. The disposition hereunder shall include any acts to transfer all or any part of the intellectual property or grant a license thereunder with respect to the BIOLOGICAL RESOURCE.
8. The RECIPIENT shall assume all liability for claims against the RECIPIENT, the RIKEN BRC, and the DEPOSITOR by third parties relating to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the BIOLOGICAL RESOURCE.
9. THE BIOLOGICAL RESOURCE DELIVERED PURSUANT TO THIS AGREEMENT IS PROVIDED ON AN “AS IS” BASIS AND UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND WITH POSSIBLE HAZARDOUS PROPERTIES. THE RIKEN BRC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED OR IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE RIKEN BRC OR THE DEPOSITOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF SUCH PURPOSE).

10. Nothing in this AGREEMENT shall be interpreted that the RIKEN BRC transfers or grants the RECIPIENT ownership, patent, copyright, trademark or the sovereign rights of state regarding Nagoya Protocol, or licenses thereunder, or other property rights. The provision of the BIOLOGICAL RESOURCE to the RECIPIENT shall not alter any preexisting right to the BIOLOGICAL RESOURCE by a third party. THE RIKEN BRC MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE USE OF THE BIOLOGICAL RESOURCE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, THE SOVEREIGN RIGHTS OF STATES REGARDING NAGOYA PROTOCOL, OR OTHER PROPRIETARY RIGHT. The RECIPIENT shall obtain any rights necessary to conduct its research and development using the BIOLOGICAL RESOURCE on its responsibility.
11. The RECIPIENT agrees to hold the RIKEN BRC and the DEPOSITOR harmless and to indemnify the RIKEN BRC and the DEPOSITOR for all liabilities, demands, damages, expenses and losses arising out of the RECIPIENT's use of the BIOLOGICAL RESOURCE including, but not limited to, claims of infringement on the rights mentioned in the previous paragraph.
12. The RECIPIENT agrees that any handling or other activities of the BIOLOGICAL RESOURCE in its laboratory shall be conducted in compliance with *all applicable* laws, regulations and guidelines. The RECIPIENT shall bear full responsibility also for any other legal obligations including, but not limited to, the Paris Convention for the Protection of Industrial Property, the Convention on Biological Diversity (CBD), the Cartagena Protocol on Biosafety (CPB), product liability violations, or issues of corporate social responsibility (CSR), in the execution of the provisions of Section 2(a). The RECIPIENT shall, if necessary, take all steps or procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
13. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
14. In case the RECIPIENT is in breach of this AGREEMENT, the RIKEN BRC may take actions such as requesting the RECIPIENT to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the RIKEN BRC.
15. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this AGREEMENT.
16. Any matter or dispute which cannot be settled through said amicable discussion shall be subject to the exclusive jurisdiction of the Tokyo District Court, Japan. This AGREEMENT shall be governed by and construed in accordance with the laws of Japan.
17. The RECIPIENT or the RIKEN BRC may terminate this AGREEMENT at any time so long as a party informs the other party at least sixty (60) days before the termination.
18. Upon termination of this AGREEMENT, the RECIPIENT shall immediately cease use of the BIOLOGICAL RESOURCE and return the BIOLOGICAL RESOURCE to the RIKEN BRC or destroy the BIOLOGICAL RESOURCE at the RECIPIENT's own cost following the

direction from the RIKEN BRC. The RECIPIENT shall report in writing to the RIKRN BRC when the RECIPIENT completes the above measures.

19. The illegality or invalidity of any provisions of this AGREEMENT shall not impair effect or invalidate the other provision of this AGREEMENT.
20. The provisions of Sections 3, 5, 8, 9, 10, 11, 12, 16, 19 and 20 shall survive the termination of this AGREEMENT.

The RECIPIENT and the RIKEN BRC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

RIKEN BioResource Research Center

3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 Japan

Director

Toshihiko Shiroishi, Ph.D.

Signature: _____

Date: _____

RECIPIENT:

Organization: _____

Address: _____

Name of Authorized Representative: _____

Job Title: _____

Signature: _____

Date: _____

Name of Scientist (Principal Investigator): _____

Job Title: _____

Signature: _____

Date: _____