

RIKEN BRC

MATERIAL TRANSFER AGREEMENT (For Distribution to a Not-For-Profit Organization)

RECIPIENT

Recipient Scientist: _____

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 the RECIPIENT, and the RECIPIENT will receive, the biological material specified as

_____ (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 listed in the RIKEN BRC Catalog and/or Website:

Specifically for BIOLOGICAL RESOURCES comprising Takara Bio USA, Inc. (TBUSA) fluorescent proteins (FPs), the RECIPIENT further agrees to hold TBUSA, The University of Chicago, the University of Chicago's Affiliates, the Howard Hughes Medical Institute and the Regents of the University of California, harmless from all liabilities, demands, damages, expenses and losses arising out of the RECIPIENT's use of the BIOLOGICAL RESOURCE.

The RECIPIENT shall not use BIOLOGICAL RESOURCES comprising TBUSA FPs for (i) High-Throughput Screening that includes but not limited to image-based, high-content analysis, of greater than approximately one thousand (1,000) discrete compounds per target per day; (ii) in vitro and in vivo diagnostic or therapeutic uses; (iii) transfer of nucleic acids expressing FPs and/or FP polypeptides into somatic or germline cells, for the performance of gene transfer or gene therapy; (iv) quality control and quality assurance processes including food and environmental testing; (v) any use other than use in non-human animals or in in vitro experiments; and (vi) use of somatic hypermutation to generate any polypeptide or protein.

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. The RIKEN BRC may disclose publicly such information 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 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).

9. 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 states 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.
10. 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, except for the case that the claim is caused by the gross negligence or willful misconduct of the RIKEN BRC.
11. 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, if necessary, take all steps or procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
12. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
13. 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.
14. 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.
15. Any matter or dispute which cannot be settled through said amicable discussion shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan.

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

SIGNATURES BEGIN ON THE NEXT PAGE.

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: _____

Job Title: _____

Signature: _____

Date: _____