MATERIAL TRANSFER AGREEMENT
(For use for not-for-profit academic purpose)

RECIPIENT
Recipient Scientist: ____________________________________________
Recipient Organization: _________________________________________
Address: ______________________________________________________

This Material Transfer Agreement sets forth the terms and conditions under which RIKEN BioResource Center Planning Office (hereinafter referred to as ‘RIKEN BPO’) will provide the RECIPIENT, with the biological material specified as

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

1. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specific purpose:

(b) The RECIPIENT shall obtain a written prior permission from the RIKEN BPO for the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.

2. 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.

3. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following terms and conditions:

4. The RECIPIENT agrees to expressly acknowledge Dr. Hiroyuki Miyoshi (The Developer, the current address: Keio University) and the RIKEN BioResource Center (RIKEN BRC) as the Developer and the source of the BIOLOGICAL RESOURCE, respectively, in any appropriate section in any publication reporting the use thereof. The RECIPIENT also agrees to send information regarding such publication to Dr. Miyoshi and RIKEN BRC. Dr. Miyoshi and RIKEN BRC may disclose publicly such information to increase the value of the BIOLOGICAL RESOURCE, and to demonstrate the contribution of Dr. Miyoshi and RIKEN BRC.

5. 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. On behalf of Dr. Takehide Murata, this distribution and sending an invoice are being conducted by the Gene Engineering Division of RIKEN BioResource Center.

6. 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 1(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. 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.

7. Nothing in this AGREEMENT shall be interpreted that the RIKEN BPO grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.

8. The RECIPIENT shall assume all liability for claims against the RECIPIENT, Dr. Miyoshi, Dr. Murata, the RIKEN BPO and RIKEN BRC 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 RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT is provided on an “AS IS” basis and may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the BIOLOGICAL RESOURCE.

10. 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.

11. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.

12. In case the RECIPIENT is in breach of this AGREEMENT, the RIKEN BPO may request the RECIPIENT to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the RIKEN BRC.

13. 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.

14. 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 BPO do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

SIGNATURES BEGIN ON THE NEXT PAGE.
**RECIPIENT**

Organization:  
Address:  
Name of Scientist: 

Signature:  
Date:  

Name of Authorized Representative:  
Title:  

Signature:  
Date:  

**RIKEN BPO**

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

Name of Authorized Representative:  Kazumi Kawashima  
Title:  Director  
RIKEN BioResource Center Planning Office  

Signature:  
Date:  

Name of Scientist:  Dr. Takehide Murata  
Title:  Senior Research Scientist  
Gene Engineering Division, RIKEN BioResource Center  

Signature:  
Date:  

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3/3