

RIKEN BRC

MATERIAL TRANSFER AGREEMENT (FOR DEPOSITION)

DEPOSITOR

Depositor Scientist: [_____]
Depositor Organization: [_____]
Address: [_____]

[_____] (hereinafter referred to as the 'DEPOSITOR') and RIKEN BioResource Research Center (hereinafter referred to as 'RIKEN BRC') agree as follows with regard to the deposit of the material(s) by the DEPOSITOR with the RIKEN BRC.

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. This Material Transfer Agreement (hereinafter referred to as the 'AGREEMENT') sets forth the terms and conditions agreed by the DEPOSITOR and the RIKEN BRC on the deposit of the following biological material by the DEPOSITOR with the RIKEN BRC:

Name of The Material(s): [_____]
(hereinafter referred to as the 'BIOLOGICAL RESOURCE').

3. The DEPOSITOR agrees to deposit free of charge the BIOLOGICAL RESOURCE with the RIKEN BRC. The RIKEN BRC may maintain, store, multiply, and conduct quality control and improvement of the BIOLOGICAL RESOURCE and may distribute it to researchers. Nothing in this AGREEMENT shall be interpreted that this AGREEMENT grants to the RIKEN BRC the right to transfer or assign any patents or other intellectual property rights with respect to the BIOLOGICAL RESOURCE, without a prior consent of the DEPOSITOR.
4. The DEPOSITOR shall, upon the deposit hereunder, notify and provide with the RIKEN BRC the accurate information (including patent information, Prior Informed Consent regarding Nagoya Protocol, if applicable) about the origin, quality and characteristics of the BIOLOGICAL RESOURCE. The RIKEN BRC may update the information when necessary and may make it available to the public through the RIKEN BRC Catalog, Website and other media.
5. The DEPOSITOR represents that the DEPOSITOR has all power and authorization to enter into this AGREEMENT and to perform its obligation hereunder, without violating any statutory or contractual obligations or restrictions.
6. The origin of the BIOLOGICAL RESOURCE is as follows:
(Check an appropriate box)
 - The DEPOSITOR developed the BIOLOGICAL RESOURCE.
 - The DEPOSITOR obtained the BIOLOGICAL RESOURCE developed by others with consent to deposit it with the RIKEN BRC.
 - The DEPOSITOR purchased the BIOLOGICAL RESOURCE with no restriction for transfer and deposit.
 - Others.
(Please describe)
[_____]

7. The RIKEN BRC may distribute the BIOLOGICAL RESOURCE to recipients pursuant to the

following terms and conditions set forth by the DEPOSITOR:

(Check an appropriate box(es) of required terms and conditions.)

No specific terms and conditions.

(The DEPOSITOR waives its own rights under any patents, intellectual property, or other proprietary rights with respect to the results to be obtained by use of the BIOLOGICAL RESOURCE.)

The following terms and conditions will be requested by the DEPOSITOR:

The RIKEN BRC shall specify these terms and conditions in the RIKEN BRC Catalog and Website.

In publishing the research results obtained by use of the BIOLOGICAL RESOURCE, a citation of the following literature(s) designated by the DEPOSITOR is requested.

(Please describe)

In publishing the research results to be obtained by use of the BIOLOGICAL RESOURCE, an acknowledgment to the DEPOSITOR is requested.

The following specific terms and conditions are requested by the DEPOSITOR.

(Please describe)

[Examples of specific terms and conditions: A recipient shall acquire a prior written consent from the Depositor using the Approval form, limitation of recipients of the BIOLOGICAL RESOURCE to not-for-profit institutions, limitation of the use to academic research purposes, for-profit institutions or use for commercial research purposes shall acquire a prior written consent from the Depositor, a recipient shall acquire a prior written consent from the Depositor prior to filing an application for a patent, or intellectual property or other rights based on the results of research using the BIOLOGICAL RESOURCE]

8. The RIKEN BRC shall not be held liable to the DEPOSITOR for any damage or loss to the BIOLOGICAL RESOURCE due to any events caused during maintenance or storage of the BIOLOGICAL RESOURCE.
9. The cost of shipping of the BIOLOGICAL RESOURCE from the DEPOSITOR to the RIKEN BRC shall be borne by the RIKEN BRC.
10. Both parties shall discuss to enable amicable resolution of accidents during shipment of the BIOLOGICAL RESOURCE.
11. The RIKEN BRC Resource Review Committee, Institutional Review Board or other committees of the RIKEN BRC that include outside experts, periodically review the activities of the RIKEN BRC. Upon the recommendation by these committees, the RIKEN BRC may discontinue the maintenance and storage of the BIOLOGICAL RESOURCE or otherwise dispose of it after notifying its intention to the DEPOSITOR.
12. The BIOLOGICAL RESOURCE shall be shipped, deposited and otherwise treated in accordance with *all applicable* laws, regulations and guidelines. The DEPOSITOR and the RIKEN BRC shall, if necessary, take all steps and procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
13. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation and performance hereof, as well as the matters which are not expressly set forth in this AGREEMENT.

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

DEPOSITOR:

Organization: [_____]

Address: [_____]

Name of Authorized Representative:

[_____]

Title: [_____]

Signature: [_____]

Date: [_____]

Name of Scientist: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

RIKEN BioResource Research Center

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

Director

Yuichi Obata Ph.D.

Signature: [_____]

Date: [_____]