

# RIKEN BRC

## MATERIAL TRANSFER AGREEMENT (FOR DONATION)

### DONOR

DONOR Scientist: \_\_\_\_\_

DONOR Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the 'DONOR') and RIKEN BioResource Research Center (hereinafter referred to as 'RIKEN BRC') agree as follows with regard to the donation of the material(s) by the DONOR 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 DONOR and the RIKEN BRC on the donate of the following biological material by the DONOR with the RIKEN BRC:  
Name of The Material(s) \_\_\_\_\_  
(hereinafter referred to as the 'BIOLOGICAL RESOURCE').
3. The DONOR agrees to donate 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. This AGREEMENT grants to the RIKEN BRC the right to transfer or assign all patents and other intellectual property rights with respect to the BIOLOGICAL RESOURCE.
4. The DONOR shall, upon the donate 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 DONOR represents that the DONOR 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. The DONOR further represents that, subject to the conditions provided for in this AGREEMENT, the RIKEN BRC may distribute the BIOLOGICAL RESOURCE to researchers and the researchers may conduct research and development using the BIOLOGICAL RESOURCE.
6. The origin of the BIOLOGICAL RESOURCE is as follows:  
(Check an appropriate box)  
 The DONOR developed the BIOLOGICAL RESOURCE.  
 The DONOR obtained the BIOLOGICAL RESOURCE developed by others with

consent to donate it with the RIKEN BRC.

The DONOR purchased the BIOLOGICAL RESOURCE with no restriction for transfer and donation.

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 DONOR:

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

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

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 DONOR is requested:

In case that no paper describing the BIOLOGICAL RESOURCE has been published at the time of deposition, enter “unpublished” in the following column for literature. Upon the publication of a paper, the DONOR shall send the information of the paper to the RIKEN BRC. The specific terms and conditions for the request of citation of designated literature(s) come into effect only after receiving such information from the DONOR.

(Please describe the designated literature(s))

\_\_\_\_\_

\_\_\_\_\_ ]

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

The specific terms and conditions described below are requested by the DONOR.

[Example: The DONOR may request the RIKEN BRC to report on the number of distributions of the BIOLOGICAL RESOURCE and on achievements by the users. The RIKEN BRC shall respond to such request.]

Note: In this Agreement, however, NO specific terms and conditions can be set forth for restriction on the purpose of use of the BIOLOGICAL RESOURCE, requirement of a prior written consent from the DONOR, or claim of ownership of intellectual property or other rights of achievements by the users of the BIOLOGICAL RESOURCE.

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The above terms and conditions set forth by the DONOR can be revised when required and appropriate, upon the agreement between the DONOR and RIKEN BRC.

8. The RIKEN BRC shall not be held liable to the DONOR 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 DONOR 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 DONOR.
12. The BIOLOGICAL RESOURCE shall be shipped, donated and otherwise treated in accordance with *all applicable* laws, regulations and guidelines. The DONOR 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 DONOR and the RIKEN BRC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

**DONOR:**

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

Toshihiko Shiroishi Ph.D.

Signature: [ \_\_\_\_\_ ]

Date: [ \_\_\_\_\_ ]