(Form C)

**RIKEN BRC**

**MATERIAL TRANSFER AGREEMENT**

**(RBRC06342, 06343, 06344)**

**(For Use for Not-For-Profit Academic 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

 (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.

1. 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.
2. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following specific terms and conditions set forth by the DEPOSITOR, which are listed in the RIKEN BRC Catalog and/or Website, and when applicable, any other terms and conditions specified in the Approval Form D, and/or additional MTA concluded between the DEPOSITOR and the RECIPIENT:

Prior to requesting the BIOLOGICAL RESOURCE, the RECIPIENT must obtain approval from the DEPOSITOR using the Approval Form. RIKEN BRC does not provide any for-profit organization with the BIOLOGICAL RESOURCE. For-profit organizations must contact the DEPOSITOR (takaomi.saido@riken.jp) for a licensing contract. RECIPIENT shall supply DEPOSITOR with a written report about all research results related to the BIOLOGICAL RESOURCE as outlined in the Research Plan. RECIPIENT will have the right to publish and disclose the results of the research and will submit the intended publication to DEPOSITOR at least thirty (30) days prior to submission of the abstracts and manuscripts. DEPOSITOR may within this 30-day period request RECIPIENT, in writing, to delete any reference to DEPOSITOR's CONFIDENTIAL information. If any invention is conceived and reduced to practice by RECIPIENT in the performance of the Research Plan involving the BIOLOGICAL RESOURCE during the term of this MTA, RECIPIENT agrees to promptly inform the invention to DEPOSITOR and the parties will consult each other to determine inventorship and ownership of the invention based on the respective parties contribution to the invention, before filing an application for a patent. In the case of a jointly owned application, the parties will separately enter into a joint application agreement including the sharing of ownership, patent costs and licensing income, as well as the responsible party for the application procedures etc. RECIPIENT agrees to acknowledge Hiroki SASAGURI, Takashi SAITO and Takaomi C. SAIDO, according to generally accepted authorship attributions, as co-authors in the first domestic oral presentation, first international oral presentation, and first written international publication as related to the BIOLOGICAL RESOURCE unless otherwise requested by the DEPOSITOR. The purpose of co-authorship is not for us to increase our number of publications but rather to confirm compliance with the guidelines on nomenclature, correct use of antibodies, etc. and to discuss the relevance of the observed results in depth. Thereafter, RECIPIENT agrees to acknowledge Hiroki SASAGURI, Takashi SAITO and Takaomi C. SAIDO in an acknowledgement section, and does not need to co-author Hiroki SASAGURI, Takashi SAITO and Takaomi C. SAIDO. RECIPIENT also agrees to cite Nature Neuroscience 17, 661-663 (2014) and EMBO Journal 36, 2473-2487 (2017) in all publications obtained using BIOLOGICAL RESOURCE. RECIPIENT agrees to acknowledge DEPOSITOR in all oral presentations and written publications as related to the BIOLOGICAL RESOURCE. RECIPIENT shall keep confidential any or all information marked CONFIDENTIAL that is received from DEPOSITOR and related to the BIOLOGICAL RESOURCE including oral discussions if they are reduced to writing within thirty (30) days and are marked "CONFIDENTIAL". The BIOLOGICAL RESOURCE is the property of the RIKEN (The Institute of Physical and Chemical Research).

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.

1. 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.
2. 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.
3. 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.
4. 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).
5. 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.
6. 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.
7. 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.
8. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
9. 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.
10. 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.
11. 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.

##### 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: