

# RIKEN BRC

## MATERIAL TRANSFER AGREEMENT (For Distribution to a 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 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:  
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- (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.



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. 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. Nothing in this AGREEMENT shall be interpreted that the RIKEN BRC grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.
9. The RECIPIENT shall assume all liability for claims against the RECIPIENT, the RIKEN BRC, and the DEPOSITOR 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.
10. 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), OR 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.
11. 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.
12. 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 bear full responsibility also for any other legal obligations including, but not limited to, the Paris Convention for the Protection of Industrial Property, the Convention on Biological Diversity (CBD), the Cartagena Protocol on Biosafety (CPB), product liability violations, or issues of corporate social responsibility (CSR), in the execution of the provisions of Section 2(a). The RECIPIENT shall, if necessary, take all steps or procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.

13. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
14. In case the RECIPIENT is in breach of this AGREEMENT, the RIKEN BRC may request the RECIPIENT to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the RIKEN BRC.
15. 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.
16. Any matter or dispute which cannot be settled through said amicable discussion shall be subject to the exclusive jurisdiction of the Tokyo District Court, Japan. This AGREEMENT shall be governed by and construed in accordance with the laws of Japan.
17. The RECIPIENT or the RIKEN BRC may terminate this AGREEMENT at any time so long as a party informs the other party at least sixty (60) days before the termination.
18. Upon termination of this AGREEMENT, the RECIPIENT shall immediately cease use of the BIOLOGICAL RESOURCE and return the BIOLOGICAL RESOURCE to the RIKEN BRC or destroy the BIOLOGICAL RESOURCE at the RECIPIENT's own cost following the direction from the RIKEN BRC.
19. The illegality or invalidity of any provisions of this AGREEMENT shall not impair effect or invalidate the other provision of this AGREEMENT.
20. The provisions of Sections 3, 5, 8, 9, 10, 11, 12, 16, 19 and 20 shall survive the termination of this AGREEMENT.

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: \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_