

## **MATERIAL TRANSFER AGREEMENT**

This Material Transfer Agreement sets forth the terms and conditions under which MITANI Laboratory at Tokyo Women's Medical University (hereinafter referred to as 'MITANI Lab') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as:

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and/or its unmodified 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 MITANI Lab 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 MITANI Lab 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.

4. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following terms and conditions set forth by the Mitani Lab, and as specified in National BioResource Project for the nematode Website.

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5. The RECIPIENT agrees to expressly describe that "the BIOLOGICAL RESOURCE was provided by the MITANI Lab through the National Bio-Resource 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 MITANI Lab. The MITANI Lab may request the RECIPIENT to report on progress and/or results obtained through the use of the BIOLOGICAL RESOURCE, and the RECIPIENT shall respond truthfully to such a request by the MITANI Lab. The MITANI Lab may disclose publicly such information to increase the value of the BIOLOGICAL RESOURCE, and to demonstrate the contribution of the MITANI Lab by citing the

publication with “the name of Corresponding author, Title of the article, Journal name, Volume, Pages and Publication year”.

6. 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.

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 MITANI Lab 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 and the MITANI Lab 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 RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT 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.

11. 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.

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

13. In case the RECIPIENT is in breach of this AGREEMENT, the MITANI Lab may request the RECIPIENT to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the MITANI Lab.

14. 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.

The RECIPIENT and the MITANI Lab do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

**MITANI Lab (Depositor and Distributor):**

Department of Physiology, Tokyo Women's Medical University School of Medicine

8-1, Kawada-cho, Shinjuku-ku, Tokyo, Japan

e-mail: mitani.shohei@twmu.ac.jp

Professor and Chair, Shohei Mitani

Signature:

Date:

**RECIPIENT:**

Organization:

Address:

Name of Authorized Representative:

Job Title:

Signature:

Date:

Name of Principal Investigator:

Job Title:

Signature:

Date:

## APPENDIX: Instructions for recipients

1. Please fill in the form clearly. Especially **name and address are important** to receive biological materials. Principal investigator's address should be the place where researchers are working but not technical license offices are located. **If researcher's address and affiliation have been changed after he/she received strains the last time, please highlight the changes so that we should not send biological resources to the old address.**
2. Recipients shall pay the handling fee to the core facility (1,000 Japanese Yen per strain for academic institutes and 2,000 Japanese Yen per strain for non-academic companies) before receiving the strain(s) with Credit Cards via the Website described in the Order Information Sheet e-mailed to the recipients.
3. Biological resources should be **indicated by allele name(s)**, for example, "tm2222". More than one allele can be included in a form, for example, "tm1111 and tm2222".
4. If the MTA is necessary to be sent separately to technology license office directly instead of forwarding via researcher's laboratory, please **fill the e-mail address to be sent** (otherwise we will send the MTA via researchers).
5. **Always Principal Investigator (PI) should sign** in the form to show clearly the laboratory designation. Technical assistants, students, postdoctoral researchers, research associates should not sign as a PI. "Authorized Representative" can be left empty if "Principal Investigator" is the same as the "Authorized Representative".
6. "**Job Title**" of the Principal Investigator should be, for example, "**Professor**", "**Team leader**" and so on, **but should NOT be like "Ph.D.", "Principal Investigator" or "scientist"**.
7. The form **should not be sent by FAX**, because print-outs are often unclear. To send forms more quickly, clearly scanned (for example 300 dpi) and saved as a PDF file can be sent by an attachment of e-mail to the Core Facility (mitani.shohei@twmu.ac.jp).
8. "Purpose" of the biological resources can be written simply, for example, "**phenotype analysis**" or "**as a parent strain to screen for suppressors**" etc. Recipients don't need to describe the details of the research plan.