



NATIONAL INSTITUTE OF GENETICS

Research Organization of Information and Systems

1111 Yata, Mishima 411-8540, Japan URL: <http://www.nig.ac.jp/>

MATERIAL TRANSFER AGREEMENT

(Distribution for academic use)

The National Institute of Genetics (NIG) is engaged in collecting, maintaining, storing, multiplying and distributing the biological resources, in order to contribute to the research community for the development of the research and utilization in the field of life sciences.

In response to the RECIPIENT's request for the material under the National Bio-resource Project (NBRP), NIG asks that the RECIPIENT agree to the following before the RECIPIENT receives the MATERIAL. RECIPIENT, RECIPIENT SCIENTIST, RECIPIENT Principal Investigator (RECIPIENT PI) and NIG must sign two copies of this letter. The NIG will then send the MATERIAL.

I. Definitions:

ORIGINAL MATERIAL: Material provided by NIG to RECIPIENT

MATERIAL: ORIGINAL MATERIAL and its PROGENY.

PROGENY: Unmodified descendant from ORIGINAL MATERIAL.

MODIFICATIONS: Strains created by the RECIPIENT, which are derived from the MATERIAL by use of MATERIAL.

RESEARCH PROJECT: (described with specificity as follows)

Insert applicable information

RESEARCH PROJECT (Academic Research only)

II. Terms and Conditions:

1. ORIGINAL MATERIAL is derived from the KAO (Kansai Advanced Organization) and Nara Institute of Science and Technology (NAIST). The KAO and NAIST are not-for-profit organizations, including any MATERIAL contained or incorporated therein.
2. The RECIPIENT agrees that the MATERIAL
 - (a) is to be used solely for teaching and academic research at the RECIPIENT organization.
 - (b) shall not be used commercially or for research that is subject to consulting or licensing obligations to another entity or commercial organization whether or not such obligations presently exist or are entered into in the future unless prior written permission is obtained from both of the KAO/NAIST and NIG.
 - (c) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.
 - (d) is to be used only at the RECIPIENT organization and only in the RECIPIENT PI laboratory under the direction of the RECIPIENT PI or others working under his/her direct supervision; and
 - (e) will not be further distributed to others.
3. This MATERIAL will be used by the RECIPIENT SCIENTIST and RECIPIENT PI and by individuals supervised by the RECIPIENT PI's direction in his/her laboratory for not-for-profit research only and solely in connection with the RESEARCH PROJECT.

Please briefly describe how the material will be used in your research. This will assist us confirming that the agreement is consistent with your research plans.

4. The RECIPIENT shall not distribute MODIFICATIONS to any third parties. If the RECIPIENT wishes to distribute MODIFICATIONS to academic institutions, the RECIPIENT shall deposit MODIFICATIONS to NIG, and NIG will distribute modifications to only academic institutions. The RECIPIENT should not provide MODIFICATIONS for commercial purposes without prior written consent of both of KAO/NAIST and NIG.
5. The RECIPIENT, at the request of both of KAO/NAIST and NIG, will agree to make MODIFICATION, which has been already published, available to KAO/NAIST and NIG with royalty-free conditions for not-for-profit research purposes only.
6. The RECIPIENT shall inform the publication and send the copy of the article to NIG Authorized Official. The RECIPIENT agrees to acknowledge the source of the MATERIAL and the National BIO-Resource Project (NBRP) in any publications reporting use of it. In the publication of the Result, RECIPIENT may include the references to the following paper:
Morimoto, T., Kadoya, R., Endo, K., Tohata, M., Sawada, K., Liu, S., Ozawa, T., Kodama, T., Kakeshita, H., Kageyama, Y., Manabe, K., Kanaya, S., Ara, K., Ozaki, K., and Ogasawara, N., (2008). Enhanced Recombinant Protein Productivity by Genome Reduction in *Bacillus subtilis*. DNA Res 15, 73-81.
7. If the RECIPIENT has filed a patent application of an invention as a result of its use of the MATERIAL, the RECIPIENT shall inform NIG of the patent application number after filing. The RECIPIENT agrees to make the invention (whether patent granted or not) available to both of KAO/NAIST and NIG with royalty-free conditions for not-for-profit research purposes only.
8. If the RECIPIENT makes an invention, whether patentable or not, as a result of its use of the MATERIAL, it will promptly inform both of KAO/NAIST and NIG of such invention. Inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in the research. In the case of a joint invention, KAO/NAIST and the RECIPIENT agree to negotiate a joint application agreement, which shall provide, inter alia, for the sharing of patent costs, income, and invention management responsibilities.
9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The NIG MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages, which may arise from its use, storage or disposal of the MATERIAL. The NIG will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the NIG and/or KAO/NAIST.
11. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

Note:

This Agreement shall be effective when signed by all Parties, and its effective date is the latest of the dates set out below.

III. NIG INFORMATION and SIGNATURES

NIG Scientist Hironori Niki, Ph.D., Professor in Microbial Physiology
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Address Yata 1111, Mishima, Shizuoka, 411-8540 Japan

 Signature of NIG's Authorized Official

 Date

IV. RECIPIENT INFORMATION and SIGNATURES

RECIPIENT SCIENTIST
 Name, Title, and email

Name:
 Title:

Print full name, job title, and email address of
 Recipient Scientist

E-mail:

RECIPIENT PI
 (Principal Investigator)
 Name, Title, and email

Name:
 Title:

Print full name, job title, and email address of
 Principal Investigator

E-mail:

Laboratory Name, Address

Lab Name:
 Address

Print laboratory name and address

Name of Authorized Official:
 Name, Title, and email address

Name:
 Title:

Print full name, job title, and email address of
 Authorized Official

E-mail:

RECIPIENT Organization
 Name and Address:

Org. Name:
 Address

Print legal name of organization, and registered
 address including postcode and country

An electronic signature is
 NOT acceptable.

RECIPIENT should be academic institution

An actual signature is required.

Date of Signature

Signature of RECIPIENT SCIENTIST

Date

An actual signature is required.

Signature of RECIPIENT PI

Authorized Official is an individual
 who has signatory approval on
 behalf of the university or institute.

An actual signature is required.

Signature of RECIPIENT Organization's Authorized Official

Date