



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 (FOR DISTRIBUTION)

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

In response to the RECIPIENT's request for *Bacillus subtilis* collection, NIG asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL.

I. Definitions:

Bacillus subtilis collection: comprehensive *Bacillus subtilis* Genome library in which one gene was inactivated in each *Bacillus subtilis* by Japanese researchers (Co-Owners; listed in Exhibit A) funded by the European Commission and Ministry of Education, Culture, Sports, Science and Technology of Japan. NAIST is authorized by the Co-owners to represent the Co-Owners and NAIST commits NIG to distribute the MATERIAL to the RECIPIENT.

The MATERIAL: *Bacillus subtilis* collection and its PROGENY and unmodified derivatives. The MATERIAL shall not include: (a) MODIFICATIONS or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS or PROGENY.

PROGENY: Unmodified descendant from *Bacillus subtilis* collection, such as cell from cell.

MODIFICATIONS: *Bacillus subtilis* created by the RECIPIENT which are derived from the MATERIAL by a method such as mutation, transformation, mating and the like.

II. Terms and Conditions:

1. Legal title to the above MATERIAL will remain with Nara Institute of Science and Technology, National University Corporation ("NAIST") and other Co-Owners.

THE MATERIAL is made available as a service to the academic research community.

The MATERIAL will be used for teaching or not-for-profit research purposes only. In the case of that the RECIPIENT wishes to use the MATERIAL in the collaborative research with for-profit organizations, the RECIPIENT shall obtain prior written consent from the NIG and NAIST.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

3. This MATERIAL will be used by the RECIPIENT SCIENTIST and by individuals supervised by the RECIPIENT SCIENTIST's direction in his/her laboratory for not-for-profit research only and solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

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 Material shall not be used commercially, 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 the NIG and NAIST.
5. The MATERIAL will not be further distributed to others.
6. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it. In the publication of the Result, RECIPIENT shall include the references to the following paper:
K. Kobayashi, et al., (2003) Essential Bacillus subtilis genes. Proc.Natl. Acad. Sci. 100: 4678-4683
7. THE RECIPIENT retains ownership of MODIFICATIONS.
8. The RECIPIENT, at the request of NAIST, will agree to make the MODIFICATIONS and the Invention (whether patent granted or not) described in article 10, available to NAIST for Research purpose and for not-for-profit research purposes only.
9. The RECIPIENT may distribute MODIFICATIONS to Nonprofit Organization for Research purpose only, and may not provide MODIFICATIONS for Commercial Purposes without prior written consent of the NIG and NAIST.
10. If the RECIPIENT makes an Invention, whether patentable or not, as a result of its use of the MATERIAL, it will promptly inform NAIST 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, 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.
11. Any MATERIAL delivered pursuant to this Agreement is understood to be EXPERIMENTAL in nature and may have hazardous properties. THE NIG AND NAIST 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. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the NIG shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the NIG.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
13. The MATERIAL is provided with a transmittal fee solely to reimburse the NIG for distribution costs.
14. RECIPIENT and RECIPIENT SCIENTIST must sign two copies of this letter and return signed both copies to the NIG. The NIG will then send one copy and the MATERIAL.

NIG INFORMATION and AUTHORIZED SIGNATURE

Name and Title of NIG Scientist: Hironori Niki,PhD.

Name of Organization: National Institute of Genetics

Address: 1111 Yata,Mishima,Shizuoka
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Name of Authorized Official: Mutsuaki Suzuki, Ph.D.

Title of Authorized Official: Director
Intellectual Property Unit

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Name and Title of RECIPIENT Scientist: **John Smith, professor**

Name of RECIPIENT Organization: **University of NBRP**

Name and Title of Authorized Official: **Taro Yamada, Director of Intellectual Property Unit**

Address and Email: **13 Star st. NB Bld. Star, CA 62560, USA, nbrp@nig.ac.jp**

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

John Smith

Signature of RECIPIENT SCIENTIST

Taro Yamada

Signature of RECIPIENT Organization's

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

Authorized Official

April 01 2013

Date

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Date