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 BioResource Project (NBRP), NIG asks that the RECIPIENT agree to the following before the RECIPIENT receives the MATERIAL. RECIPIENT, RECIPIENT SCIENTIST, RECIPIENTNT 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)

II. Terms and Conditions:

1. ORIGINAL MATERIAL is derived from the Micalis Institute, France (PROVIDER), and contains the MATERIAL, including any MATERIAL MODIFICATIONS.

2. The RECIPIENT agrees that the MATERIAL:
   (a) is to be used solely for teaching and research purposes by 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 PROVIDER 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.
4. The RECIPIENT may distribute MODIFICATIONS to non-profit organization for academic research purpose only, and should not provide MODIFICATIONS for commercial purposes without prior written consent of NIG.

5. 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 BioResource Project (NBRP) in any publications reporting use of it. In the publication of the Result, RECIPIENT will include the references to the following paper:

Kosei Tanaka, Christopher S. Henry, Jenifer F. Zinner, Edmond Jolivet, Matthew P. Cohoon, Fangfang Xia, Vladimir Bidnenko, S. Dusko Ehrlich, Rick L. Stevens, and Philippe Noirot: Building the repertoire of dispensable chromosome regions in Bacillus subtilis entails major refinement of cognate large-scale metabolic model. Nucleic Acid Res. in press

6. Prior to filing an application for a patent, or intellectual property or other rights based on the results of research using the MATERIAL, RECIPIENTS shall acquire the consent from the DEPOSITORS for such application. 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, PROVIDER 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.

7. 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.

8. 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 PROVIDER.

9. 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 Laboratory, National Institute of Genetics

NIG Authorized Official: Mutsuaki Suzuki, Ph.D., Director of NIG INNOVATION, National Institute of Genetics

E-mail: chizai@nig.ac.jp
Address: 1111 Yata, Mishima, Shizuoka, 411-8540 Japan

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<th>Signature of NIG’s Authorized Official</th>
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IV. RECIPIENT INFORMATION and SIGNATURES

RECIPIENT SCIENTIST
Name, Title, and email address

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<tr>
<th>Name:</th>
<th>Print full name, job title, and email address of Recipient Scientist</th>
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RECIPIENT PI (Principal Investigator)
Name, Title, and email address
Laboratory
Name and Address

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Authorized Official
Name, Title, and email address

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<tr>
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<th>Print full name, job title, and email address of Authorized Officials</th>
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RECIPIENT Organization
Name and Address:

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An electronic signature is NOT acceptable.

An actual signature is required.

Signature of RECIPIENT SCIENTIST
Date

Signature of RECIPIENT PI (Principal Investigator)
Date

Signature of RECIPIENT Organization’s Authorized Official
Date

An actual signature is required.

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