



NATIONAL INSTITUTE OF GENETICS

Research Organization of Information and Systems

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MATERIAL TRANSFER AGREEMENT (FOR BIOLOGICAL RESOURCE DISTRIBUTION)

The National Institute of Genetics (hereinafter referred to as NIG) is engaged in collecting, maintaining, 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 MATERIAL specified as _____

to be used for the purpose: _____

NIG asks that the RECIPIENT agrees to the following before the RECIPIENT receives the MATERIAL:

1. The RECIPIENT shall request from the NIG for its prior written consent to use the MATERIAL for any other purposes than the purpose specified above.
2. The RECIPIENT shall not use the MATERIAL in humans or in plants or animals for food use.
3. The RECIPIENT agrees to expressly provide the appropriate acknowledgement of the NIG as the source of the MATERIAL in any publication reporting the use thereof.
4. Any MATERIAL delivered pursuant to this AGREEMENT is understood to be experimental in nature and may have hazardous properties and may not necessarily be fit for a particular purpose.
5. Access to the MATERIAL is restricted only to those co-workers and students who work for the specified purpose under the direct supervision and responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell or otherwise dispose of the MATERIAL to any third party without the NIG's prior written consent.
6. Nothing in this AGREEMENT shall be interpreted that the NIG grants the RECIPIENT any of NIG'S rights under any patents or other intellectual property, or licenses

Request ID:

thereunder with respect to the MATERIAL.

7. The RECIPIENT shall destroy the MATERIAL when the specified purpose is completed.
8. To the extent permitted by local law, the RECIPIENT assumes all liability for claims against the RECIPIENT by third parties, which may arise from the use, storage or disposal by the RECIPIENT of the MATERIAL. The NIG will not be liable to 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.
9. The MATERIAL is a Living Modified Organism. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the MATERIAL shall be conducted in compliance with all applicable laws, regulations and guidelines. The RECIPIENT shall comply with legal requirements for handling of the MATERIAL.
10. Where the RECIPIENT is in breach of this AGREEMENT, the NIG might decline the RECIPIENT to transfer its subsequent use of the MATERIAL and other resources of the NIG.
11. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance relating this AGREEMENT.
12. The material is provided with an optional transmittal fee solely to reimburse the provider for its preparation and distribution costs. The amount of the fee will be determined by a rule for user fee of the NIG.