

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement sets forth the terms and conditions under which the National Institute for Basic Biology (Attn: National BioResource Project Medaka), National Institute of Natural Sciences (hereinafter ‘the NBRP’) will provide to _____ (hereinafter ‘the RECIPIENT’) the biological material(s) specified as Name and ID of Materials (refer to Exhibit A) (hereinafter, such materials and any progenies directly derived therefrom shall be collectively referred to as ‘the BIOLOGICAL MATERIALS’) in response to the RECIPIENT’s request, and with which the RECIPIENT and _____ (hereinafter ‘the RESEARCHER’) agree before their receipt of the BIOLOGICAL MATERIALS:

1. The NBRP is engaged in collecting, maintaining, storing, multiplying and distributing biological resources to contribute to the development and utilization of such resources in the field of life sciences in both the Japanese and international research communities.

2. (1) The RECIPIENT shall use the BIOLOGICAL MATERIALS for the following research project (hereinafter ‘the RESEARCH PROJECT ’):

(2) The RECIPIENT may not use the BIOLOGICAL MATERIALS for any purposes other than the RESEARCH PROJECT without prior written consent from the NBRP.

(3) The RECIPIENT may not use the BIOLOGICAL MATERIALS for any commercial or non-academic purpose without prior written consent from Name of Developer (hereinafter “the DEVELOPER”), the original developer of the BIOLOGICAL MATERIALS. When the RECIPIENT wishes to contact the DEVELOPER to obtain such consent, NBRP will render the contact information of the DEVELOPER to the RECIPIENT unless otherwise instructed by the DEVELOPER.

3. The RECIPIENT shall not use the BIOLOGICAL MATERIALS for the diagnosis or treatment of humans, for any other direct application to humans, or as a food sources for humans.

4. The RECIPIENT agrees to properly acknowledge the DEVELOPER and the NBRP through statements to the effect of “The name of the BIOLOGICAL MATERIALS and its ID No. was

provided by the DEVELOPER of Name of the Institution, through the National BioResource Project (NBRP) of MEXT, Japan” in any publications reporting the results of research using the BIOLOGICAL MATERIALS (hereinafter “PUBLICATIONS”). Two copies of such PUBLICATIONS should be sent to the NBRP. The NBRP may publicly disclose, copy or otherwise use such PUBLICATIONS to demonstrate the contribution of the NBRP to biological research.

5. Should the RECIPIENT develop any derivatives (hereinafter “the DERIVATIVES”) from the BIOLOGICAL MATERIALS, the RECIPIENT shall deposit the DERIVATIVES with the NBRP and allow the NBRP to render the DERIVATIVES to any academic institution worldwide on a non-exclusive basis under conditions no more stringent than the conditions under which the RECIPIENT received the BIOLOGICAL MATERIALS. Specific terms of depositing shall be set forth in an agreement to be entered into at the time of deposition by the NBRP and the RECIPIENT.

6. The RECIPIENT shall bear the cost of shipping, handling, production and other expenses necessary for the preparation or distribution of the BIOLOGICAL MATERIALS for the RECIPIENT.

7. The RECIPIENT may limit access to the BIOLOGICAL MATERIALS to only those coworkers and students engaged in the purpose specified in Section 2 (a) above under the direct supervision and responsibility of the RESEARCHER. The RECIPIENT shall not distribute, resell or otherwise dispose of the BIOLOGICAL MATERIALS to any third party. The disposition prohibited hereunder includes any acts or attempts to transfer all or any part of the intellectual property, or to grant a license thereunder, with respect to the BIOLOGICAL MATERIALS.

8. The RECIPIENT shall not release the BIOLOGICAL MATERIALS into the environment. Upon the retirement or resignation of the RESEARCHER from the RECIPIENT, the RECIPIENT shall, if requested by the NBRP, terminate any use of and destroy the BIOLOGICAL MATERIALS in compliance with all applicable laws, regulations, and guidelines.

9. No part of this AGREEMENT shall be interpreted as granting to the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder, with respect to the BIOLOGICAL MATERIALS.

10. The RECIPIENT assumes all liability for claims against the RECIPIENT, DEVELOPER, NBRP and/or the National Institute of Natural Sciences 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 of the BIOLOGICAL MATERIALS by the RECIPIENT.

11. The RECIPIENT acknowledges that the BIOLOGICAL MATERIALS delivered pursuant to this AGREEMENT may be defective, may have hazardous or faulty properties or may not be appropriate for a particular purpose, and that the RECIPIENT assumes all liability for any consequences resulting thereof from use by the RECIPIENT of the BIOLOGICAL MATERIALS. NEITHER THE DEVELOPER NOR THE NBRP MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING THE BIOLOGICAL MATERIALS, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

12. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL MATERIALS shall be conducted in compliance with all applicable laws, regulations, and guidelines. The RECIPIENT shall take all necessary steps or procedures to comply with legal requirements for the handling of the BIOLOGICAL MATERIALS.

13. The RECIPIENT shall be bound by and comply with the additional conditions set forth in Exhibit B. Exhibit B is an integral part of this Agreement, and any capitalized terms therein shall have the same meanings as defined in this Agreement.

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 any matters which are not expressly set forth in this AGREEMENT.

15. Any matter or dispute that cannot be settled through said amicable discussion shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan.

The RECIPIENT and the NBRP do hereby sign two original copies of this AGREEMENT and each party will hold one signed copy.

NBRP:

Kiyokazu Agata, Director-General
National Institute for Basic Biology
National Institute of Natural Sciences
Myodaiji, Okazaki, 444-8585
JAPAN

Signature: _____ Date: _____

Kiyoshi Naruse, Specially Appointed Professor
National Institute for Basic Biology
National Institute of Natural Sciences
Myodaiji, Okazaki, 444-8585
JAPAN

Signature: _____ Date: _____

RECIPIENT:

Name of Authorized Recipient Official,
Title of Authorized Recipient Official
Name of Institutes, University
Address
Nation

Signature: _____ Date: _____

RESEARCHER:

Name of Recipient Researcher,
Title of Recipient Researcher
Name of Institutes, University
Address
Nation

Signature: _____ Date: _____