

## MATERIAL TRANSFER AGREEMENT

In response to RECIPIENT's request for the below-mentioned MATERIAL(s), the Stock Center of Kyushu University with the support in part by the National Bio-Resource Project (NBRP) of Japanese Government (Ministry of Education, Culture, Sports, Science and Technology (MEXT)) [hereinafter referred to as "the PROVIDER" asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following terms and conditions (the PROVIDER and the RECIPIENT may be referred to individually as the "Party" and jointly as the "Parties"):

1. The PROVIDER, a non-profit public organization financed by Japanese government, is engaged in collection, maintenance, storage, propagation, quality control and distribution of the MATERIAL(s), in order to contribute to the Japanese and international scientific community in the field of life sciences.
2. THIS MATERIAL(S) IS NOT FOR USE IN HUMAN SUBJECTS.
3. The MATERIAL(S) will be used for TEACHING OR NOT-FOR-PROFIT RESEARCH PURPOSES or For the below mentioned purpose only.  
PURPOSE:
4. The PROVIDER retains all title and interest in the MATERIAL. Any commercial use including application of patents is not permitted or otherwise authorized by this Agreement, and any right of any intellectual property owned by or licensed to the PROVIDER is not licensed or granted to the RECIPIENT by this Agreement, without prior written consent of the PROVIDER.
5. The MATERIAL, including unmodified derivatives such as progeny of the MATERIAL, will not be further distributed to third party without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER.
6. The RECIPIENT agrees to provide to the PROVIDER the Modification and the Result to use for the PROVIDER's research and teaching purposes according to the PROVIDER's request.
7. In the event that the RECIPIENT intends to publish and/or present, in the form of papers, presentations at academic conferences or otherwise (hereinafter referred to as the "Publications") about the Result of the Research conducted by the RECIPIENT using the Material, the RECIPIENT agrees to expressly describe that "the MATERIAL(s) was provided by Kyushu University through the National Bio-Resource Project of the MEXT, Japan" in Materials and Methods or in the Acknowledgement in the Publications reporting the use thereof.
8. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER 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, the RECIPIENT assumes all liability for claims for damages against it and the PROVIDER by third parties that may arise from the use, storage or disposal of the Material under this Agreement.
9. The RECIPIENT agrees to use the MATERIAL(s) in compliance with all applicable statutes and regulations.
10. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation and distribution of the MATERIAL(s) for the RECIPIENT.
11. In the event that the RECIPIENT discontinues or terminates use of the Material, the RECIPIENT shall promptly give written notice to that effect to the PROVIDER and shall be responsible for promptly disposing of all the remaining Material in its possession and notice to the PROVIDER in written forms immediately afterward.
12. Any dispute related to the provision of the MATERIAL shall be governed by Japanese laws without reference to conflicts of law principles. If an issue not provided for under this Agreement should arise, the Parties shall first try to settle their differences amicably through good faith negotiation between representatives of each Party authorized to bind such Party.

If the foregoing terms are acceptable, please sign in the space below, have a representative of the Recipient's Institution sign in the space indicated for the signature, and return one PDF by email of this Agreement. A completely signed copy will be e-mailed to you for your records. The parties agree that copies of signatures (e.g. PDF by emails) have the same effect as original signatures.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

**Provider Scientist:** Prof. Toshihiro KUMAMARU  
**Provider Organization:** Kyushu University  
**Address:** 744 Motooka, Nishi-ku, Fukuoka 819-0395, Japan

**Name of Authorized Official:** Takeshi ISHIHARA  
**Title of Authorized Official:** Director, Material Management Center

\_\_\_\_\_  
**Signature of Authorized Official** **Date**

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

**Recipient Scientist:** \_\_\_\_\_  
**Recipient Organization:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

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.

\_\_\_\_\_  
**Signature of Recipient Scientist** **Date**

**Name of Authorized Official:** \_\_\_\_\_  
**Title of Authorized Official:** \_\_\_\_\_  
**TEL:** \_\_\_\_\_  
**E-mail address:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Official** **Date**

## Request Form

Attn: Professor Toshihiro KUMAMARU, Plant Genetic Resources Laboratory, Faculty of Agriculture, Kyushu University

1. The area of the research in using the MATERIAL(s):

2. The purpose in using the MATERIAL(s):

I would like to request for rice germplasm(s) indicated in the appendix sheet from the Plant Genetic Resources Laboratory of Kyushu University:

Recipient Organization:

Address:

Recipient Scientist: \_\_\_\_\_

Title of Recipient Scientist:

TEL:

E-mail address:

Signature:

Date:

Please send this request with the MATERIAL TRANSFER AGREEMENT form.

Plant Genetic Resources, Faculty of Agriculture, Kyushu University

744 Motooka, Nishi-ku, Fukuoka, 819-0395, JAPAN

FAX: +81-92-802-4843

E-mail Address: [kumamaru@agr.kyushu-u.ac.jp](mailto:kumamaru@agr.kyushu-u.ac.jp)

