



NATIONAL INSTITUTE OF GENETICS

Research Organization of Information and Systems

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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 MATERIAL specified as listed in the attached sheet () to be used for the purpose: [internal use for basic research on].

NIG asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL.

MATERIAL is included progeny and any derivatives thereof, regardless of modification.

The RECIPIENT will agree to make the modification described for Research purpose only.

1. The RECIPIENT agrees that the MATERIAL is to be used solely for the PURPOSE. The MATERIAL will not be further distributed to others without the written consent of NIG. If the RECIPIENT desires that the MATERIAL or MODIFICATION will be used for profit-making or commercial purpose, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with NIG to establish the terms of the commercial license. It is understood by the RECIPIENT that NIG has no obligation to grant such a license to the RECIPIENT, and may grant commercial licenses to others.
2. The RECIPIENT shall not use the MATERIAL for diagnosis or treatment of humans or other direct applications to human bodies or as food source for humans.
3. The RECIPIENT agrees to expressly describe the acknowledgement of the NIG as the source of the MATERIAL in any publication reporting the use thereof and the RECIPIENT shall send a copy of such publication to the NIG.
4. The RECIPIENT and the NIG shall discuss the sharing of the intellectual property rights (including the application rights) relating to inventions or devices obtained from the research or the test by the use of the MATERIAL.

5. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. NIG is not responsible for any use of material directly or indirectly.
6. The NIG agrees with the access to the MATERIAL only to those co-workers and students who work at Recipient institution 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.
7. 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 there under with respect to the MATERIAL.
8. The RECIPIENT shall dispose of the MATERIAL and the materials which are maintained or stored by the RECIPIENT promptly when the specified purpose is completed.
9. To the extent permitted by local law, the RECIPIENT assumes all liability for claims against the RECIPIENT by third parties resulting to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the MATERIAL.
10. The RECIPIENT acknowledges that the MATERIAL delivered pursuant to this AGREEMENT may have hazardous properties and may not necessarily fit for a particular purpose.
11. 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, if necessary, take any steps or procedures to comply with legal requirements for handling of the MATERIAL.
12. The RECIPIENT shall comply strictly with "Notice to the use of NIG Rice Collection" (Appendix.1).
13. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the MATERIAL.
14. 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.

15. 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 the matters which are not expressly set forth in this AGREEMENT.

16. The MATERIAL is provided after the payment of the handling fee as indicated at the NBRP RICE WEB SITE. The RECIPIENT agrees that payment is made by credit card.

(NBRP RICE WEB SITE:

<http://www.shigen.nsl.ac.jp/rice/oryzabase/nbrpStrains/applicationProcedure.jsp>)

17. Any matter of dispute which 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.

18. This MTA dated _____ constitutes the entire agreement of the parties and supersedes all prior understanding or written or oral agreements.

The RECIPIENT and the NIG do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

Plant Genetics Laboratory, Genetic Resource Center
National Institute of Genetics
Research Organization of Information and Systems

Notice to the use of NIG Rice Collection

- 1. When published the outcome using the material obtained from NIG Rice Collection, please send a copy of the reprint of your paper to us, or please inform the particulars of your paper (title, author(s), journal, volume, number, pages, etc.) by e-mail to us (hfuruumi@nig.ac.jp).** Any information returned to us may be included in the Oryzabase (<http://www.shigen.nig.ac.jp/rice/oryzabase/top/top.jsp>) and others. This information is valuable to appeal for the importance (of the genetic resource) of wild rice species collection, and to achieve a permanent project for conservation of wild rice genetic resource. (We believe you to accept this meaning. Your assistance would be greatly appreciated.)
- 2. Rice Genetic Resource Conservation Project is supported by The Plant Genetics Laboratory, Genetic Strains Research Center, the National Institute of Genetics and The National Bioresource Project (NBRP), AMED, JAPAN.** On publication, please acknowledge the followings:
“The wild rice accessions used in this study were distributed from the National Institute of Genetics supported by the National Bioresource Project (NBRP), MEXT, Japan. (accessions distributed till fiscal year 2014)”
“The wild rice accessions used in this study were distributed from the National Institute of Genetics supported by the National Bioresource Project (NBRP), AMED, Japan. (accessions distributed after fiscal year 2015)”
- 3. When you deal the material obtained, please be observant of the Material Transfer Agreement of NIG.**
- 4. In the case that the materials which we provided may have any rights, we regard the sovereign right of the country of origin according to BOYD-GARDNER GUIDELINES on access to genetic resources and fair and equitable sharing of the benefits arising out of their utilization.**
- 5. As a principle, five seeds per strain will be provided. Please multiply them by yourself for your further use.**
- 6. All wild rice should be dealt with special caution since it is genetically heterogeneous even the seeds taken from the same plant. For the material multiplied at your place, please designate it as a derived strain with branched number (W0000-X) indicating the origin.**
- 7. Chromosomes have not been examined for most wild strains of B or C genome in this Center. This might cause a taxonomic problem. Please be cautious on this point when you use them.**
- 8. Please pay attention that *O. rufipogon* provided by the Center includes an annual type (*O. nivara*), a perennial type, and a hybrid type (an intercrossed type among annual, perennial and cultivated rice).**

Sample