

**MATERIAL TRANSFER AGREEMENT**  
**(FOR DISTRIBUTION)**

RECIPIENT

**Recipient Staff:** \_\_\_\_\_

Recipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

This Material Transfer Agreement sets forth the terms and conditions under which the National BioResource Project, Zebrafish, Core Institution (hereinafter referred to as 'NZC') will provide to the RECIPIENT, and the RECIPIENT will receive, the biological material specified as \_\_\_\_\_ deposited by \_\_\_\_\_, and/or its derivatives (hereinafter referred to as 'BIOLOGICAL RESOURCE') in response to the RECIPIENT's request. The RECIPIENT's staff and organization must be in accordance with these terms before the RECIPIENT may receive the BIOLOGICAL RESOURCE:

1. NZC is engaged in collecting, maintaining, storing, reproducing and distributing biological resources, in order to contribute to and assist the Japanese and international research community in the development of research and for utilization in life sciences.

2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specified purpose: \_\_\_\_\_

(b) The RECIPIENT shall request written consent by NZC prior to using the BIOLOGICAL RESOURCE for any purpose than that specified above.

3. The RECIPIENT shall not use the BIOLOGICAL RESOURCE to diagnose or treat humans, nor for applications directed at human bodies or human food sources.

4. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE in compliance with the following terms and conditions requested by the DEPOSITOR and which are specified on NZC homepage:

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\_\_\_\_\_  
\_\_\_\_\_  
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5. The RECIPIENT agrees to expressly describe the acknowledgement of NZC as the source of the BIOLOGICAL RESOURCE in any publication reporting the use thereof and the RECIPIENT shall send a copy of all such publications to the NZC. The NZC may publicly disclose and use such publication to demonstrate the contribution by the NZC.

6. The RECIPIENT shall bear the full costs of shipping and handling, as well as part of the production and other related expenses incurred during the preparation and distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.

7. NZC limits access to the BIOLOGICAL RESOURCE to only those co-workers and students participating in the objectives stated in Section 2(a) and who are working under the direct supervision and responsibility of the RECIPIENT at the RECIPIENT's organization and only in the RECIPIENT's laboratory. The RECIPIENT shall not distribute, re-sell, nor otherwise dispose of the BIOLOGICAL RESOURCE to a third party. The disposition hereunder shall include any act to transfer all or any part of the intellectual property or to grant a license that involves the BIOLOGICAL RESOURCE.

8. Nothing in this AGREEMENT shall be interpreted as saying that NZC grants the RECIPIENT any rights to any patents, other intellectual property, or licenses with respect to the BIOLOGICAL RESOURCE.

9. The RECIPIENT assumes all liability for claims against the RECIPIENT and NZC by third parties relating to alleged infringement of any patent, copyright, trademark or any intellectual property right claim, which may arise from the use, storage or disposal by the RECIPIENT of the BIOLOGICAL RESOURCE.

10. The RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties, and that it may not necessarily be suitable for intended applications, and that the RECIPIENT assumes all liability for consequences resulting from use by the RECIPIENT of the BIOLOGICAL RESOURCE.

11. The RECIPIENT agrees that any handling or other activity undertaken in their laboratory involving the BIOLOGICAL RESOURCE shall be conducted in compliance with all applicable laws, regulations and guidelines. The RECIPIENT shall, if necessary, take any step or procedures necessary to ensure its compliance with legal requirements for handling of the BIOLOGICAL

RESOURCE.

12. Both parties shall seek an amenable solution should any accident occur during shipment of the BIOLOGICAL RESOURCE.

13. Where the RECIPIENT breaches this AGREEMENT, the NZC may request that the RECIPIENT cease all subsequent use of that BIOLOGICAL RESOURCE and other resources of the NZC.

14. Both parties shall discuss in good faith amicable resolutions to matters arising in connection with the interpretation or execution hereof as well as those matters not expressly set forth in this AGREEMENT.

15. Any matter or dispute that cannot be settled through 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.

This AGREEMENT may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format shall be effective. Official seal of Provider shall have the same effect as the signature of the authorized official.

*Signatures next page*

**AGREED**

National BioResource Project, Zebrafish, Core Institution (NZC)  
RIKEN Center for Brain Science  
2-1 Hirosawa, Wako City, Saitama 351-0198 JAPAN

Project Leader  
Hitoshi Okamoto, M.D., Ph.D.  
Signature:

Director, Research Resources Division  
Tadafumi Kato, M.D., Ph.D.  
Signature:

Date:

Date:

**RECIPIENT**

Organization:  
Address:

Name of Authorized Representative

Name of Staff:

Title:

Title:

Signature:

Signature:

Date:

Date: