



NATIONAL INSTITUTE OF GENETICS

Research Organization of Information and Systems

1111 Yata, Mishima, Shizuoka 411-8540, Japan URL: <http://www.nig.ac.jp/>

MATERIAL TRANSFER AGREEMENT (FOR ACADEMIC 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 the BIOLOGICAL RESOURCE specified as zebrafish lines : _____ to be

used for the purpose: _____

_____ (academic or non-profit internal research purpose only).

The NIG asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the BIOLOGICAL RESOURCE.

1. The RECIPIENT shall inform the NIG for its written consent on the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.
2. The RECIPIENT shall not use the BIOLOGICAL RESOURCE 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 scientist, the National Institute of Genetics, the National Bioresource Project (NBRP) and the references below as the source of the BIOLOGICAL RESOURCE in any publication reporting the use thereof;
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 BIOLOGICAL RESOURCE.
5. Any BIOLOGICAL RESOURCE delivered pursuant to this agreement is understood to be experimental in nature and may have hazardous properties. The NIG is not responsible for any use of the BIOLOGICAL RESOURCE directly or indirectly.
6. The NIG agrees with the access to the BIOLOGICAL RESOURCE 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 BIOLOGICAL RESOURCE to any third party.

7. Nothing in this agreement shall be interpreted that the NIG grants the RECIPIENT any of the NIG's rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.
8. The RECIPIENT shall dispose of the BIOLOGICAL RESOURCE which are maintained and 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 relating 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 BIOLOGICAL RESOURCE.
10. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL RESOURCE 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 BIOLOGICAL RESOURCE.
11. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
12. Where the RECIPIENT is in breach of this agreement, the NIG might decline the RECIPIENT to transfer its subsequent use of the BIOLOGICAL RESOURCE and other resources of the NIG.
13. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
14. Where the RECIPIENT is in breach of this agreement, the NIG might decline the RECIPIENT to transfer its subsequent use of the BIOLOGICAL RESOURCE 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 RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation and distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
17. Any matter or 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 agreement 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.

NIG INFORMATION and AUTHORIZED SIGNATURE

Name and Title of NIG Scientist: Koichi Kawakami, Professor

Name and Title of Authorized Official: Yuka Ryomoto, Director, NIG INNOVATION
Research & Innovation Bridge Center

Address: National Institute of Genetics, 1111 Yata, Mishima-city, Shizuoka, 411-8540 Japan

Signature of NIG Scientist

Date

Signature of NIG's Authorized Official

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Name and Title of RECIPIENT Scientist: _____

Name and Title of Principal Investigator: _____

Name of RECIPIENT Organization: _____

Name and Title of Authorized Official: _____

Address: _____

Signature of Principal Investigator

Date

Signature of RECIPIENT Organization's Authorized Official

Date