This Material Transfer Agreement sets forth the terms and conditions under which RIKEN BioResource Center (hereinafter referred to as ‘RIKEN BRC’) will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as __________________________________________________________ and its derivatives (hereinafter referred to as the ‘BIOLOGICAL RESOURCE’) in response to the RECIPIENT’s request, and with which the RECIPIENT staff and organization agree before the RECIPIENT receives the BIOLOGICAL RESOURCE.

1. The RIKEN BRC, a non-profit public organization financed by Japanese Government, is engaged in collection, maintenance, storage, propagation, quality control and distribution of the biological resources, in order to contribute to the Japanese and international scientific community in the field of life sciences.

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

   [Blank]

   (b) The RECIPIENT shall inform the RIKEN BRC for its written consent on the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.

3. The RECIPIENT shall not use the BIOLOGICAL RESOURCE for diagnosis or treatment of humans or other direct applications to human bodies.

4. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following terms and conditions requested by the DEPOSITOR, which are specified in the RIKEN BRC Catalog and/or Website:

   [Blank]

In the case requested by the DEPOSITOR, the RECIPIENT should obtain an approval from the DEPOSITOR using the APPROVAL FORM prior to entering the AGREEMENT with the RIKEN BRC.
5. The RECIPIENT agrees to expressly describe that “the BIOLOGICAL RESOURCE (the resource name) was provided by the RIKEN BRC through the National Bio-Resource Project of the MEXT, Japan” in Materials and Methods or in the Acknowledgement in any publication reporting the use thereof. The RECIPIENT also agrees to send a copy of such publication to the RIKEN BRC. The RIKEN BRC may disclose publicly, copy or otherwise use such publication to demonstrate the contribution by the RIKEN BRC.

6. 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.

7. The RIKEN BRC agrees with the access to the BIOLOGICAL RESOURCE only to those co-workers and students who work for the purpose specified in Section 2 (a) above 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. The disposition hereunder shall include any acts to transfer all or any part of the intellectual property or grant a license thereunder with respect to the BIOLOGICAL RESOURCE.

8. Nothing in this AGREEMENT shall be interpreted that the RIKEN BRC grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.

9. The RECIPIENT assumes all liability for claims against the RECIPIENT and the RIKEN BRC 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, except for the case that the claim is caused by the gross negligence or willful misconduct of the RIKEN BRC.

10. The RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the BIOLOGICAL RESOURCE.

11. 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.

12. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.

13. Where the RECIPIENT is in breach of this AGREEMENT, the RIKEN BRC may request the Recipient to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the RIKEN BRC.

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

15. 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.
The RECIPIENT and the RIKEN BRC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

RIKEN BioResource Center
3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 Japan
Director
Yuichi Obata, Ph.D.

Signature: ____________________________
Date: ____________________________

RECIPIENT:
Organization: __________________________________________________________
Address: ______________________________________________________________
Name of Authorized Representative: _______________________________________
Title: ____________________________
Signature: ____________________________
Date: ____________________________

Name of Staff: ____________________________
Title: ____________________________
Signature: ____________________________
Date: ____________________________

Please send to :
Cell Bank, RIKEN BioResource Center, 3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 JAPAN ;
Fax : +81-29-836-9130 (RIKEN BRC Cell Bank)
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