

If you use the cell(s) under the same "terms and conditions", you may fill out one sheet of the MTA.

# RIKEN BRC

## MATERIAL TRANSFER AGREEMENT

(For Distribution to

Please fill out the same "Recipient" name as on the Order form.

### RECIPIENT

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

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

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

This Material Transfer Agreement sets (hereinafter referred to as 'RIKEN BRC biological material specified as

Please fill out the name of biological resource(s) you obtain.

RIKEN BioResource Center RECIPIENT will receive, the

(BIOLOGICAL RESOURCE No. \_\_\_\_\_)

and its derivatives (hereinafter referred to as 'BIOLOGICAL RESOURCE' and with which the RECIPIENT shall use the BIOLOGICAL RESOURCE:

Please fill out a detailed description of your research when you use the resource.

For example:

Right : Cytokine receptor-mediated cell differentiation assay.

Wrong : in vitro assay.

1. The RIKEN BRC, a non-profit organization, maintains, stores, propagates, and distributes the Japanese and international scientific resources.
2. (a) The RECIPIENT shall use the

(b) The RECIPIENT shall obtain a written prior permission from the RIKEN BRC for the usage of the BIOLOGICAL RESOURCE for any other purposes than the purposes specified above.

3. The RECIPIENT shall not use the BIOLOGICAL RESOURCE for applications to human bodies or animals.
4. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE in accordance with the terms and conditions set forth by the DEPOSITOR.

Please fill out "terms and conditions" that are listed in the Website or Catalog with using the words.

For example:

Right : Basically, there is no restriction regarding academic use.

Wrong : a

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, the Acknowledgement or any other appropriate section in any publication reporting the use thereof. The RECIPIENT also agrees to send information regarding such publication to the RIKEN BRC. In the event that the RECIPIENT achieves the purpose of Section 2(a), and/or secures patents related to those purposes, the RECIPIENT shall notify the RIKEN BRC of these achievements. The RIKEN BRC may request the RECIPIENT to report on progress and/or results obtained through the use of the BIOLOGICAL RESOURCE, and the RECIPIENT shall respond truthfully to such a request by the RIKEN BRC. The RIKEN BRC may disclose publicly such information and/or achievements to increase the value of the BIOLOGICAL RESOURCE, and to demonstrate the contribution of 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 access to the BIOLOGICAL RESOURCE is limited to the RECIPIENT and the RECIPIENT’s co-workers and students who work for the purpose specified in Section 2 (a) under the direct supervision and full 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 shall assume all liability for claims against the RECIPIENT, the RIKEN BRC, and the DEPOSITOR 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 BIOLOGICAL RESOURCE DELIVERED PURSUANT TO THIS AGREEMENT IS PROVIDED ON AN “AS IS” BASIS AND UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND WITH POSSIBLE HAZARDOUS PROPERTIES. THE RIKEN BRC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE RIKEN BRC OR THE DEPOSITOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF SUCH PURPOSE), OR THAT THE USE OF THE BIOLOGICAL RESOURCE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.
11. The RECIPIENT agrees to hold the RIKEN BRC and the DEPOSITOR harmless and to indemnify the RIKEN BRC and the DEPOSITOR for all liabilities, demands, damages, expenses and losses arising out of the RECIPIENT’s use of the BIOLOGICAL RESOURCE.
12. The RECIPIENT agrees that any handling or other activities of the BIOLOGICAL RESOURCE in its laboratory shall be conducted in compliance with *all applicable* laws, regulations and guidelines. The RECIPIENT shall bear full responsibility also for any other legal obligations including, but not limited to, the Paris Convention for the Protection of Industrial Property, the Convention on Biological Diversity (CBD), the Cartagena Protocol on Biosafety (CPB), product liability violations, or issues of corporate social responsibility (CSR), in the execution of the provisions of Section 2(a). The RECIPIENT shall, if necessary, take all steps or procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
13. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
14. In case 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.
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. Any matter or dispute which cannot be settled through said amicable discussion shall be subject to the exclusive jurisdiction of the Tokyo District Court, Japan. This AGREEMENT shall be governed by and construed in accordance with the laws of Japan.
17. The RECIPIENT or the RIKEN BRC may terminate this AGREEMENT at any time so long as a party informs the other party at least sixty (60) days before the termination.
18. Upon termination of this AGREEMENT, the RECIPIENT shall immediately cease use of the BIOLOGICAL RESOURCE and return the BIOLOGICAL RESOURCE to the RIKEN BRC or destroy the BIOLOGICAL RESOURCE at the RECIPIENT’s own cost following the direction from the RIKEN BRC.
19. The illegality or invalidity of any provisions of this AGREEMENT shall not impair effect or invalidate the other

provision of this AGREEMENT.

20. The provisions of Sections 3, 5, 6, 8, 9, 10, 11, 12, 16, 19 and 20 shall survive the termination of this AGREEMENT.

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: \_\_\_\_\_

If the shipping address is different from the legal address of your organization, please fill out both addresses.

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

\_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Please sign by a top director of your organization.

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Scientist: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(RIKEN BRC Cell Bank)  
(Reception Date ) (User No. )  
(Reception No. ) (MTA No. )