



MATERIAL TRANSFER AGREEMENT (FOR DISTRIBUTION)

This material transfer agreement (hereinafter referred to as the 'AGREEMENT') sets forth the terms and conditions under which National BioResource Project – Rat, Kyoto University (hereinafter referred to as 'DISTRIBUTOR') will provide to the _____ (hereinafter referred to as 'RECIPIENT'), and the RECIPIENT will receive, the biological material specified as

NBRP-Rat No. _____, _____ (hereinafter referred to as the 'ORIGINAL MATERIAL') in response to the RECIPIENT's request, and with which the RECIPIENT staff and organization agree before the RECIPIENT receives the ORIGINAL MATERIAL.

BIOLOGICAL RESOURCE: ORIGINAL MATERIAL, its progeny, and UNMODIFIED DERIVATIVES.

UNMODIFIED DERIVATIVES: Substances, extracts or derivatives with the distinguishing features of ORIGINAL MATERIAL created by use of the BIOLOGICAL RESOURCE. (For example, viscus, organs, cells, extracts, embryos, sperms and DNA/RNA)

1. The DISTRIBUTOR 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.
2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following research purpose in non-commercial academic research and/or educational purposes.
research purpose

(b) The RECIPIENT shall inform and obtain a prior written consent of the DISTRIBUTOR in case to use the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above in 2(a).

3. The RECIPIENT shall not use the BIOLOGICAL RESOURCE to human bodies, including but not limited to, for diagnosis or treatment of humans nor as food sources for humans.
4. The RECIPIENT agrees to use the BIOLOGICAL RESOURCE complying with the following terms and conditions requested by the DEPOSITOR, which are specified in DISTRIBUTOR catalog:

In case that the DEPOSITOR requests, the RECIPIENT should obtain an approval by the approval form of the DEPOSITOR prior to executing this AGREEMENT with the DISTRIBUTOR.

5. In case that the RECIPIENT'S use of the BIOLOGICAL RESOURCE leads to the conception or reduction to practice of any invention or discovery related to the BIOLOGICAL RESOURCE (whether or not patentable) (hereinafter referred to as 'INVENTION'), the RECIPIENT shall notify and disclose such INVENTION to the DISTRIBUTOR to discuss and execute an agreement about the assignment and/or the procedure for application of such INVENTION.
6. The RECIPIENT agrees to expressly describe the acknowledgement of the DISTRIBUTOR as the source of the BIOLOGICAL RESOURCE in any publication reporting the use thereof (e.g. (strain name) was provided by National BioResource Project – Rat with support in part by the National BioResource Project, Japan.) and the RECIPIENT shall send a copy of such publication to the DISTRIBUTOR. The DISTRIBUTOR may disclose publicly, copy or otherwise use such publication to promote the contribution of the DISTRIBUTOR.
7. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation or distribution of the ORIGINAL MATERIAL for the RECIPIENT.
8. The DISTRIBUTOR 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 of Recipient Scientist and responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell or otherwise dispose of the BIOLOGICAL RESOURCE and its derivatives to any third parties. To "distribute" mentioned above shall include any acts to transfer all or any part of the intellectual property or grant a license with respect to the BIOLOGICAL RESOURCE.
9. Nothing in this AGREEMENT shall be interpreted that the DISTRIBUTOR grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE, unless defined in this AGREEMENT.
10. The RECIPIENT shall assume and have all liability for claims against the RECIPIENT and the DISTRIBUTOR 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.
11. The RECIPIENT acknowledges that the ORIGINAL MATERIAL delivered "as is", and DISTRIBUTOR and DEPOSITOR disclaim any warranties, either express, implied or statutory, including without limitation, warranties of merchantability, title, non-infringement of third party rights, exclusivity, or fitness for a particular purpose of BIOLOGICAL RESOURCE. The RECIPIENT further acknowledges that BIOLOGICAL RESOURCE may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose. The RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the BIOLOGICAL RESOURCE.

- 12. The RECIPIENT agrees that any handling or other activities undertaken in the Recipient Scientist’s laboratory with the BIOLOGICAL RESOURCE and its derivatives 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.
- 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 DISTRIBUTOR may order the Recipient to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the DISTRIBUTOR. Further, RECIPIENT shall indemnify DISTRIBUTOR for its breaches of this agreement and for any loss, liability, damage, cost or expense arising out of the breach of this agreement by RECIPIENT.
- 15. This AGREEMENT is executed with the RECIPIENT. The AGREEMENT and any rights or obligations under the AGREEMENT cannot be assigned by the RECIPIENT to any third party.
- 16. The DISTRIBUTOR and RECIPIENT agree that if any part, term or provision of this AGREEMENT is found illegal or in conflict with any valid controlling law, the validity of the remaining provisions of the AGREEMENT will not be affected and remain in force.
- 17. This AGREEMENT terminates upon the completion or cessation of the project on the research purpose described in the Section 2 and the RECIPIENT shall dispose the BIOLOGICAL RESOURCE in a manner compliant to all applicable laws, regulations and guidelines concerning the humane treatment of laboratory animals.
- 18. In case there arises any matter not provided in this Agreement, or any ambiguity regarding any provision of this Agreement, the RECIPIENT and DISTRIBUTOR shall discuss to enable amicable resolution of such issue through mutual discussion in good faith.

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

DISTRIBUTOR

Organization: Graduate School of Medicine, Kyoto University

Address: YoshidaKonoe-cho, Sakyo-ku, Kyoto 606-8501, Japan

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

RECIPIENT

Organization: _____

Address: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Name of Recipient Scientist: _____

Title: _____

Signature: _____

Date: _____

Name of Recipient Staff: _____

Title: _____

Please send two (2) completed originals to:

National BioResource Project - Rat
Institute of Laboratory Animals,
Graduate School of Medicine, Kyoto University
Yoshidakonoe-cho, Sakyo-ku, Kyoto, 606-8501, Japan