

MATERIAL TRANSFER AGREEMENT (FOR DISTRIBUTION)

RECIPIENT

Recipient Staff: _____

Recipient Organization: _____

Address: _____

This Material Transfer Agreement sets forth the terms and conditions under which Institute of Genetic Resources, Kyushu University (hereinafter referred to as 'IGRK') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as _____ and/or 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 IGRK 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 specific purpose:

(b) The RECIPIENT shall inform the IGRK 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 or as food source 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 IGRK catalog:
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 IGRK.
5. The RECIPIENT agrees to expressly describe the acknowledgement of the IGRK as the source of the BIOLOGICAL RESOURCE in any publication reporting the use thereof and the RECIPIENT shall send a copy of such publication to the IGRK. The IGRK may disclose publicly, copy or otherwise use such publication to promote the contribution by the IGRK .

6. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation or distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
7. The IGRK 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 and IT'S DERIVATIVES 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 IGRK 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 IGRK 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 IGRK.
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 and IT'S 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.
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 IGRK may request the Recipient to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the IGRK.
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 IGRK do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

IGRK

Organization: Kyushu University

Address: Motooka 744 Nishi-Ku Fukuoka Japan

Name of Authorized Representative: Dr. Yutaka Banno

Title: Professor

Signature: Yutaka Banno

Date: _____

RECIPIENT

Organization: _____

Address: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Name of Staff: _____

Title: _____

Signature: _____

Date: _____