

【Sample of Form M-11】

- Obtain the latest version of the form file from the JCM website to prepare the document.
- Use **Adobe Acrobat** or **Reader** to prepare the document (do not use third-party PDF editing tools).

(Form M-11-1)



MATERIAL TRANSFER AGREEMENT (For Use for Not-For-Profit)

Fill in Recipient Scientist (**must be a Principal Investigator**) name, official name and address of Recipient Organization (including department) without using abbreviation.

RECIPIENT

Recipient Scientist (Principal Investigator): Ichiro Riken
Recipient Organization: Department of Microbiology, Riken University
Address: 3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 Japan

This Material Transfer Agreement sets forth the terms and conditions under which RIKEN BioResource Research Center (hereinafter referred to as 'RIKEN BRC') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as Campylobacter rectus, Campylobacter lari subsp. lari, Novihervaspirillum malthae

(JCM No. 6301, 6302, 14870, 18414)

and its derivatives (hereinafter referred to as the BIOLOGICAL RESOURCE) in response to the RECIPIENT's request, and with which the RECIPIENT receives the BIOLOGICAL RESOURCE.

Fill in the latest Scientific name and JCM No. for each strain. Attach an extra sheet entitled "Attachment for MATERIAL TRANSFER AGREEMENT" if the space is not enough.

1. The RIKEN BRC, a non-profit public organization financed by the 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:

Fill in research purpose (objectives/aims/goals of the research) **in detail**. Write specific how and for what purpose you are going to use JCM strain(s).

- (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 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 specific terms and conditions set forth by the DEPOSITOR, which are listed in the RIKEN BRC Catalog and/or Website: Terms and conditions for distribution of strain JCM 〇〇〇

The following specific terms and conditions are requested by the DEPOSITOR:

In publishing the research results obtained by use of the BIOLOGICAL RESOURCE, citation of the following literature

designated by the DEPOSITOR is requested: Int. J. Syst. Evol. Microb. 2004, 50, 1240 (DOI: □□/□□□□)

Refer to the table displayed in the lower part of the JCM On-line Catalogue for each strain.

Terms and conditions	Not applicable	—
Terms and conditions	Imposed	information

: Fill in "N/A".

: Click the **[information]** button, then fill in the whole sentences displayed.
(or print out the webpage as an attachment)

13. 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.
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 Research Center

3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 Japan

Director

Toshihiko Shiroishi, Ph.D.

Signature: _____

Date: _____

RECIPIENT

Organization: _____

Address: _____

Name of Authorized Representative: Name of Dean, Director or President

Job Title: _____

Signature: _____

Date: _____

Name of Scientist (Principal Investigator): Recipient (No student or trainee)

Job Title: _____

Signature: _____

Date: _____

"Authorized Representative" should be a person authorized to sign on behalf of the organization.

- Dean of University / College / School / Faculty
- Head of Intellectual Property Management Division

"Scientist" should be a Principal Investigator.

RIKEN BRC-JCM

(Reception Date

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(Reception No.

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(MTA No.

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