

【Sample of Form M-9】

(Form M-9-1)

Opening the file from **Adobe Acrobat** or **Reader** allow the automatic font size adjustment in order to fit the sentence within the space.

MATERIAL TRANSFER AGREEMENT **(FOR DEPOSITION)**

DEPOSITOR

Depositor Scientist: (Full name)

Depositor Organization: (Faculty/School/College, University, Institute etc.)

Address: (Address, Country)

(hereinafter referred to as the 'DEPOSITOR') and RIKEN BioResource Center (hereinafter referred to as 'RIKEN BRC') agree as follows with regard to the deposit of the BIOLOGICAL RESOURCE to the RIKEN BRC.

As an MTA is concluded between RIKEN and an organization, someone who has an official position is preferable for a Depositor.

Students are not allowed to be DEPOSITOR.

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. This Material Transfer Agreement (hereinafter referred to as the 'AGREEMENT') sets forth the terms and conditions agreed by the DEPOSITOR and the RIKEN BRC on the deposit of the following biological material by the DEPOSITOR with the RIKEN BRC:

Name of The Material(s):

Lactobacillus sp. AB01, Unidentified bacterium CD3

(hereinafter referred to as the 'BIOLOGICAL RESOURCE')

3. The DEPOSITOR agrees to deposit the BIOLOGICAL RESOURCE with the RIKEN BRC. The RIKEN BRC may maintain, store, propagate, and distribute the BIOLOGICAL RESOURCE and the DEPOSITOR shall be interpreted that this AGREEMENT does not constitute an assignment of patents or other intellectual property rights without the prior consent of the DEPOSITOR.

Please enter your strain designation(s) or number(s) that can specify the strain(s) being deposited. More than one strain can be listed here if they are deposited under the same "Origin of the Biological Resource" and "Terms and Conditions" at the 6th and 7th items below. If this space is not enough, please attach an extra sheet entitled "Attachment for MATERIAL TRANSFER AGREEMENT (For Deposition)".

4. The DEPOSITOR shall, upon the deposit hereunder, notify and provide with the RIKEN BRC the accurate information (including patent information, Prior Informed Consent regarding Nagoya Protocol, if applicable) about the origin, quality and characteristics of the BIOLOGICAL RESOURCE. The RIKEN BRC may update the information when necessary and may make it available to the public through the RIKEN BRC Catalog, Website and other media.
5. The DEPOSITOR represents that the DEPOSITOR has all power and authorization to enter into this AGREEMENT and to perform its obligation hereunder, without violating any statutory or contractual obligations or restrictions. The DEPOSITOR further represents that, subject to the conditions provided for in this AGREEMENT, the RIKEN BRC may distribute the BIOLOGICAL RESOURCE to researchers and the researchers may conduct research and development using the BIOLOGICAL RESOURCE.
6. The origin of the BIOLOGICAL RESOURCE is as follows:
(Check an appropriate box)

Check an appropriate box.

- The DEPOSITOR developed the BIOLOGICAL RESOURCE.
- The DEPOSITOR obtained the BIOLOGICAL RESOURCE developed by others with consent to deposit it with the RIKEN BRC.
- The DEPOSITOR purchased the BIOLOGICAL RESOURCE with no restriction for transfer and deposit.
- Others.
(Please describe) _____

7. The RIKEN BRC may distribute the BIOLOGICAL RESOURCE to recipients pursuant to the following terms and conditions set forth by the DEPOSITOR (Check an appropriate box(es) and circle(s) of required terms and conditions.):

If you check the box of terms and conditions, please also check all appropriate circle(s) below. If any, please describe specific terms and conditions.

- The following terms and conditions will be requested by the DEPOSITOR:
The RIKEN BRC shall specify these terms and conditions in the RIKEN BRC Catalog and Website.
 - In publishing the research results obtained by use of the BIOLOGICAL RESOURCE, a citation of the following literature(s) designated by the DEPOSITOR is requested. In case that no paper describing the BIOLOGICAL RESOURCE has been published at the time of deposition, enter "unpublished" in the following column for literature. Upon the publication of a paper, the DEPOSITOR shall send the information of the paper to the RIKEN BRC. The specific terms and conditions for the request of citation of designated literature(s) come into effect only after receiving such information from the DEPOSITOR.
(Please describe the designated literature(s)) _____

In publishing the research results to be obtained by use of the BIOLOGICAL RESOURCE, an acknowledgment to the DEPOSITOR is requested.

The following specific terms and conditions are requested by the DEPOSITOR:
(Please describe)

[Examples of specific terms and conditions: A recipient shall acquire a prior written consent from the DEPOSITOR using the Approval form. Limitation of recipients of the BIOLOGICAL RESOURCE to not-for-profit academic research purpose. A recipient of any for-profit entity and recipient of not-for-profit academic institution for use for for-profit research shall acquire a prior written consent from the DEPOSITOR. A recipient shall acquire a prior written consent from the DEPOSITOR before filing an application for a patent, or intellectual property rights, or other rights, using the BIOLOGICAL RESOURCE]

If this space is not enough, please attach an extra sheet entitled "Attachment for MATERIAL TRANSFER AGREEMENT (FOR DEPOSITION)".

Check an appropriate box.

No specific terms and conditions will be requested by the DEPOSITOR.

The above terms and conditions set forth by the DEPOSITOR can be revised when required and appropriate, upon the agreement between the DEPOSITOR and RIKEN BRC.

8. The RIKEN BRC shall not be held liable to the DEPOSITOR for any damage or loss to the BIOLOGICAL RESOURCE due to any events caused during maintenance or storage of the BIOLOGICAL RESOURCE.

9. Both parties shall discuss to enable amicable resolution of accidents during shipment of the

BIOLOGICAL RESOURCE.

10. The RIKEN BRC Resource Review Committee, Institutional Review Board or other committees of the RIKEN BRC that include outside experts, periodically review the activities of the RIKEN BRC. Upon the recommendation by these committees, the RIKEN BRC may discontinue the maintenance and storage of the BIOLOGICAL RESOURCE or otherwise dispose of it after notifying its intention to the DEPOSITOR.
11. The BIOLOGICAL RESOURCE shall be shipped, deposited and otherwise treated in accordance with *all applicable* laws, regulations and guidelines. The DEPOSITOR and the RIKEN BRC shall, if necessary, take all steps and procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
12. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation and performance hereof, as well as the matters which are not expressly set forth in this AGREEMENT.

The DEPOSITOR and the RIKEN BRC do hereby sign two original copies of this AGREEMENT and each

Students are not allowed to be DEPOSITOR.

DEPOSITOR

Organization: _____

Address: _____

Name of Authorized Representative: _____

Job Title: _____

Signature: _____

Date: _____

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

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

Name of Scientist: _____

Job Title: _____

Signature: _____

Date: _____

RIKEN BioResource Research Center

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

Director

Toshihiko Shiroishi, Ph.D.

Signature: _____

Date: _____