

RIKEN BRC



MATERIAL TRANSFER AGREEMENT

(For Deposition)

DEPOSITOR

Depositor Scientist: _____ (First Name / Family Name)

Depositor Organization: _____ (Department / University, Institute etc.)

Address: _____ (Address / Country)

As a MTA is concluded between RIKEN and an organization, someone who has an official position is preferable for a Depositor. If a student applies for a depositor, please designate his/her supervisor as a principal depositor and enter both names here.

_____ (Depositor's Name / Organization) (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 material(s) by the DEPOSITOR with the RIKEN BRC.

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 the life sciences.

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): Candida stellimalicola T53, Vulcanisaeta distributa IC-017

(hereinafter referred to as the 'BI

2. The DEPOSITOR agrees to deposit the material(s) with the RIKEN BRC for the improvement of the BIOLOGICAL RESOURCE.

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 5th and 6th items below. If this space is not enough, please attach an extra sheet entitled "Attachment for MATERIAL TRANSFER AGREEMENT (FOR DEPOSITION)".

this AGREEMENT shall be interpreted that this AGREEMENT grants to the RIKEN BRC the right to transfer or assign any patents or other intellectual property rights with respect to the BIOLOGICAL RESOURCE, without a prior consent of the DEPOSITOR.

3. The DEPOSITOR shall, upon the deposit hereunder, notify and provide with the RIKEN BRC the accurate information (including patent information, if any) 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.

4. 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.

5. The origin of the BIOLOGICAL RESOURCE is as follows:

(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) _____

Please check an appropriate box.

6. 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) of required terms and conditions.)

- No specific terms and conditions.
(The DEPOSITOR waives its own rights under any patents, intellectual property, or other proprietary rights with respect to the results to be obtained by use of the BIOLOGICAL RESOURCE.)

- 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 an unpublished paper is designated, the DEPOSITOR shall provide with the RIKEN BRC the information when the paper is published. The specific terms and conditions that request a citation of the following literature(s) are set forth only after receiving the information from the DEPOSITOR.

(Please describe) _____

- 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, a recipient shall acquire a prior written consent from the Depositor prior to filing an application for a patent, or intellectual property or other rights based on the results of research using the BIOLOGICAL RESOURCE]

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

If you check the box of terms and conditions, please also check all appropriate boxes below. If any, please describe specific terms and conditions.

7. 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.

8. Both parties shall discuss to enable amicable resolution of accidents during shipment of the BIOLOGICAL RESOURCE.
9. 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.
10. 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.
11. 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 party holds one signed copy.

DEPOSITOR

Organization: _____

Address: _____

Name of Authorized Representative: _____

Job Title: _____

Signature: _____

Date: _____

Name of Scientist: _____

Job Title: _____

Signature: _____

Date: _____

“Authorized Representative” should be a director, a dean or their equivalent. If the “Authorized Representative” is the same as “Scientist”, please enter his/her name and signature in both spaces. Students are not allowed to be depositors who would be contacted by Riken BRC on a permanent basis.

RIKEN BioResource Center

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

Director

Yuichi Obata, Ph.D.

Signature: _____

Date: _____