

**MATERIAL TRANSFER AGREEMENT
(FOR DISTRIBUTION)**

RECIPIENT

Recipient Scientist: _____

Recipient Organization: _____

Address: _____

This Material Transfer Agreement sets forth the terms and conditions under which National BioResource Project – Rat, Kyoto University (hereinafter referred to as ‘DISTRIBUTOR’) will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as

NBRP-Rat No. _____, _____
(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.

BIOLOGICAL RESOURCE: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.

UNMODIFIED DERIVATIVES: Substances or extracts created by use of the BIOLOGICAL RESOURCE. (For example, embryos, sperms and DNA/RNA)

1. ①The 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.
②Upon execution of this AGREEMENT, the BIOLOGICAL RESOURCE shall be sent from Osaka University, Faculty of Medicine, Institute of Experimental Animal Sciences to Recipient Scientist.
2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specific purpose:

(b) The RECIPIENT shall inform the DISTRIBUTOR for any intentions to use the BIOLOGICAL RESOURCE for any other purposes other than the purpose specified above and further RECIPIENT must obtain a written consent of the DISTRIBUTOR’s prior to any use other than the usage 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 DISTRIBUTOR 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 DISTRIBUTOR.

5. 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 NBRP-Rat with support in part by the National BioResource Project of the MEXT, 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 by the DISTRIBUTOR.
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 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 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. 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 DISTRIBUTOR 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 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.
10. The RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT is delivered "as is", with no 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, and further, may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose. 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 DISTRIBUTOR may request the Recipient to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the DISTRIBUTOR. Further, RECIPIENT shall indemnify DISTRIBUTOR for breaches of this agreement and for any loss, liability, damage, cost or expense arising out of the breach of this agreement by RECIPIENT.
14. This AGREEMENT is personal to the RECIPIENT. The AGREEMENT and any rights or obligations under the AGREEMENT cannot be assigned by the RECIPIENT to a third party.
15. 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.
16. This AGREEMENT terminates upon the completion or cessation of the research project described under 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.

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 Staff: _____

Title: _____

Signature: _____

Date: _____

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