



Kyorin University Faculty of Medicine
Department of Biology
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MATERIAL TRANSFER AGREEMENT

(FOR BIOLOGICAL RESOURCE DISTRIBUTION)

Kyorin University (hereinafter referred to as KYORIN) is engaged in collecting, maintaining, storing, multiplying and distributing various biological resources in order to contribute to the Japanese and international research communities for the development of their research and utilization in the field of life sciences.

In response to the RECIPIENT's request for MATERIAL specified as

to be used for the purpose of

KYORIN asks that the RECIPIENT agrees to the following before the RECIPIENT SCIENTIST receives the MATERIAL:

1. The RECIPIENT shall submit the request for permission from KYORIN-Fly to obtain prior written consent to use the MATERIAL for any other purpose than the purposes specified above.
2. The RECIPIENT shall not use the MATERIAL in humans, in plants, or in animals for food use.
3. The RECIPIENT agrees to expressly provide acknowledgement of the KYORIN-Fly as the source of the MATERIAL in any publication reporting the use thereof.
4. Any MATERIAL delivered pursuant to this AGREEMENT is understood to be experimental in nature; it may have hazardous properties and may not necessarily be fit for a particular purpose.
5. Access to the MATERIAL is restricted specified above under the direct supervision and responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell, or otherwise dispose of the MATERIAL to any third party without KYORIN's prior written consent. The RECIPIENT shall refer any request for the MATERIAL to KYORIN. To the extent supplies are available, KYORIN agrees to

make the MATERIAL available to other scientists for teaching or not-for-profit research purposes only, under a separate material transfer agreement between KYORIN and the requestor containing terms substantially similar to this MTA

6. Nothing in this AGREEMENT shall be interpreted as KYORIN granting the RECIPIENT any of KYORIN's rights under any patents, other intellectual property, or licenses with respect to the MATERIAL.
7. The RECIPIENT shall destroy the MATERIAL when the specified purpose is completed.
8. To the extent permitted by local law, the RECIPIENT assumes all liability for claims against the RECIPIENT by third parties, to the extent such arise from the use, storage, or disposal of the MATERIAL by the RECIPIENT. KYORIN will not be liable for complaints to the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of KYORIN.
9. The MATERIAL includes living Genetically Modified Organisms. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the MATERIAL shall be conducted in compliance with all applicable laws, regulations and guidelines.
10. Where the RECIPIENT is in breach of this AGREEMENT, KYORIN may decline the RECIPIENT's requests to transfer any subsequent MATERIAL or other resources of KYORIN.
11. Both parties shall discuss issues in good faith to enable the amicable resolution of any matters arising in connection with the interpretation or requirements of this AGREEMENT.
12. The MATERIAL is provided with an optional transmittal fee solely to reimburse the provider for its preparation and distribution costs. The amount of the fee will be determined by KYORIN'S rules for user fees.
13. 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.

INFORMATION about PROVIDER

Name and Title of KYORIN Scientist: Takeshi Awasaki, PhD, Professor & Head of KYORIN-FLY

Provider Organization: Kyorin University Faculty of Medicine

Address: Department of Biology, Kyorin University Faculty of Medicine,
6-20-2, Shinkawa, Mitaka, Tokyo 181-8611, Japan

INFORMATION about RECIPIENT and PRINCIPAL INVESTIGATOR

Name and Title of RECIPIENT Scientist: _____

Name and Title of Principal Investigator: _____

Recipient Scientist / Principal Investigator Address: _____

Name of RECIPIENT Organization: _____

RECIPIENT Address: _____