

**MATERIAL TRANSFER AGREEMENT  
(FOR DISTRIBUTION)**

RECIPIENT

Recipient Staff:

Recipient Organization:

Address:

This Material Transfer Agreement sets forth the terms and conditions under which Shimoda Marine Research Center, University of Tsukuba(hereinafter referred to as 'Shimoda Marine Research Center') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified in the Exhibit A and/or its unmodified derivatives (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:

1. The Shimoda Marine Research Center 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.
2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specific purpose:

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(b) The RECIPIENT shall inform the Shimoda Marine Research Center for its written consent on the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.

(c) The RECIPIENT shall not make any MODIFICATIONS without the prior written consent of the Shimoda Marine Research Center.

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 expressly describe the acknowledgement of the Shimoda Marine Research Center as the source of the BIOLOGICAL RESOURCE in any publication reporting the use thereof and the RECIPIENT shall send a copy of such

publication to the Shimoda Marine Research Center. The Shimoda Marine Research Center may disclose publicly, copy or otherwise

use such publication to promote the contribution by the Shimoda Marine Research Center.

5. The RECIPIENT shall bear the cost of shipping, handling, and part of production and other expenses necessary for preparation or distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
6. The Shimoda Marine Research Center agrees with the access to the BIOLOGICAL RESOURCE only to those coworkers and students who work for the purpose specified in Section 1 (a) above under the direct supervision and responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell or otherwise dispose of the BIOLOGICAL RESOURCE, ITS UNMODIFIED DERIVATIVES and THE MODIFICATIONS to any third party. 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.
7. Nothing in this AGREEMENT shall be interpreted that the Shimoda Marine Research Center grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.
8. The RECIPIENT assumes all liability for claims against the RECIPIENT and the Shimoda Marine Research Center 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, except for the case that the claim is caused by the gross negligence or willful misconduct of the Shimoda Marine Research Center.
9. The RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the BIOLOGICAL RESOURCE.
10. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL RESOURCE and ITS 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.
11. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.

12. Where the RECIPIENT is in breach of this AGREEMENT, the Shimoda Marine Research Center may request the Recipient to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the Shimoda Marine Research Center.
13. 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.
14. 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 Shimoda Marine Research Center do hereby sign one original copy of this AGREEMENT and each party holds the signed copy.

**Shimoda Marine Research Center:**

Shimoda Marine Research Center, University of Tsukuba

Address: 5-10-1 Shimoda, Shizuoka (415-0025), Japan

Name of Authorized Representative: Dr. Yasunori Sasakura

Title: Professor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RECIPIENT:**

Organization:

Address:

Name of Principal Investigator:

Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_