

**MATERIAL TRANSFER AGREEMENT
(FOR DEPOSITION)**

DEPOSITOR:

Depositor Staff : _____

Depositor Organization: _____

Address: _____

_____ (hereinafter referred to as the 'DEPOSITOR') and Shimoda Marine Research Center, University of Tsukuba (hereinafter referred to as 'Shimoda Marine Research Center') agree as follows with regard to the deposit of the material(s) by the DEPOSITOR with the Shimoda Marine Research Center.

1. The Shimoda Marine Research Center is, as a core organization of biological resources in Japan to contribute to the Japanese and international research community for the development of the research and utilization in the field of the life sciences, engaged in the services to collect, maintain, store, and/or multiply the biological resources and to distribute to researchers such biological resources.

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

Name of the Material(s): _____

(hereinafter referred to as the 'BIOLOGICAL RESOURCE').

2. The DEPOSITOR agrees to deposit free of charge the BIOLOGICAL RESOURCE with the Shimoda Marine Research Center. The Shimoda Marine Research Center may maintain, store and multiply the BIOLOGICAL RESOURCE and may distribute it to researchers. Nothing in this AGREEMENT shall be interpreted that this AGREEMENT grants to the Shimoda Marine Research Center 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 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.

4. The DEPOSITOR shall, upon the deposit hereunder, notify and provide with the Shimoda Marine Research Center the accurate information (including patent information, if any) about the quality and characteristics of the BIOLOGICAL RESOURCE.
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 Shimoda Marine Research Center.
 - The DEPOSITOR purchased the BIOLOGICAL RESOURCE with no restriction for transfer and deposit.
 - Others.
(Please describe)
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6. The Shimoda Marine Research Center 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.
 - 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.
(Please describe)
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- 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. In this event, the recipient of BIOLOGICAL RESOURCE shall obtain a prior written consent on use of it from the DEPOSITOR.
(Please describe)
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[Examples of above specific terms and conditions: Prior to filing an application for a patent, or intellectual property or other rights based on the results of research using the

BIOLOGICAL RESOURCE, the recipient shall acquire the consent from the DEPOSITOR for such application. Use of the BIOLOGICAL RESOURCE shall be limited to a collaborative research with the DEPOSITOR or a collaborative research requiring co-authorship of the DEPOSITOR for ONE or TWO years.]

7. The Shimoda Marine Reseach Center shall not be held liable to the DEPOSITOR for any damage or loss to the BIOLOGICAL RESOURCE due to any events during maintenance or storage of the BIOLOGICAL RESOURCE, except for the causes by gross negligence or willful conduct of the Shimoda Marine Reseach Center
8. The cost of shipping of the BIOLOGICAL RESOURCE from the DEPOSITOR to the Shimoda Marine Reseach Center shall be borne by the Shimoda Marine Reseach Center
9. Both parties shall discuss to enable amicable resolution of accidents during shipment of the BIOLOGICAL RESOURCE.
10. The Shimoda Marine Reseach Center's Management Committee, Institutional Review Board or other committees that include outside experts, may periodically review the activities of the Shimoda Marine Reseach Center. Upon the recommendation by these committees, the Shimoda Marine Reseach Center 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 Shimoda Marine Reseach Center 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.
13. Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Shizuoka District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan.

The DEPOSITOR and the Shimoda Marine Reseach Center do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

DEPOSITOR:

Organization:

Address:

Name of Principal Investigator:

Shimoda Marine Research Center:

Shimoda Marine Reseach Center, University of Tsukuba

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

Name of Authorized Representative: Dr. Yasunori Sasakura

Title: Professor

Signature: _____

Date: _____