

MATERIAL TRANSFER AGREEMENT (FOR DISTRIBUTION)

RECIPIENT

Recipient Scientific Staff Name: _____

This Material Transfer Agreement sets forth the terms and conditions under which Yeast Genetic Resource Center (hereinafter referred to as 'YGRC') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological material specified as

(hereinafter referred to as the 'BIOLOGICAL RESOURCE') in response to the RECIPIENT's request, and with which the RECIPIENT staff agrees before the RECIPIENT receives the BIOLOGICAL RESOURCE:

1. The YGRC 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 of academic research:

- (b) The RECIPIENT shall inform the YGRC for its written consent on the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose 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 or development of weapons of mass destruction.
4. In the case of profit uses of BIOLOGICAL RESOURCE by the RECIPIENT, the RECIPIENT should obtain an approval from the DEPOSITOR using the APPROVAL FORM prior to entering The AGREEMENT with the YGRC.
5. The RECIPIENT agrees to expressly describe the acknowledgement of the YGRC 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 YGRC. The YGRC may disclose publicly, copy or otherwise use such publication to promote the contribution by the YGRC.
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 YGRC agrees with the access to the BIOLOGICAL RESOURCE only to those co-workers and students in the same organization, 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 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.
8. Nothing in this AGREEMENT shall be interpreted that the YGRC 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 YGRC 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 YGRC.

10. 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.
11. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL RESOURCE 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 YGRC may request the RECIPIENT to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the YGRC.
14. 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.

YGRC

Organization: The Yeast Genetic Resource Center Japan

Address: Department of Biology, Graduate School of Science, Osaka City University,
Sugimoto 3-3-138, Sumiyoshi-ku, Osaka 558-8585, Japan

Name of Authorized Representative: Taro Nakamura, Ph.D.

Title: Director

RECIPIENT

Organization: _____

Address: _____

Zip Code: _____

Country: _____

Name of Authorized Representative: _____

Title: _____

Date: _____