

**MATERIAL TRANSFER AGREEMENT  
( FOR DEPOSITION )**

DEPOSITOR:

Depositor Staff: \_\_\_\_\_

Depositor Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the 'DEPOSITOR') and the Yeast Genetic Resource Center Japan (hereinafter referred to as 'YGRC') agree as follows with regard to the deposit of the material(s) by the DEPOSITOR with the YGRC.

1. The YGRC is, as a core organization of yeast 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 YGRC on the deposit of the following biological material by the DEPOSITOR with the YGRC:

Name of The Material(s):           (on the attached slip)            
(hereinafter referred to as the 'BIOLOGICAL RESOURCE').

2. The DEPOSITOR agrees to deposit free of charge the BIOLOGICAL RESOURCE with the YGRC. The YGRC 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 YGRC 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 YGRC the accurate information 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 YGRC.

- Others.  
(Please describe)
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6. **The distribution of the BIOLOGICAL RESOURCE under the following terms and conditions is restricted to the recipients who use only for academic purposes. In case of profit uses, the BIOLOGICAL RESOURCE should not be distributed without a prior consent of the DEPOSITOR.**

The YGRC 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.
    - The DEPOSITOR requests the YGRC to inform the name of resources provided and the information about the recipient (Name, institution, and address).
    - 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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- 7. The YGRC shall not be held liable to the DEPOSITOR for any damage or loss to the BIOLOGICAL RESOURCE due to any events caused during maintenance or storage of the BIOLOGICAL RESOURCE, except for the causes by gross negligence or willful conduct of the YGRC.
- 8. The cost of shipping of the BIOLOGICAL RESOURCE from the DEPOSITOR to the YGRC shall be borne by the YGRC.
- 9. Both parties shall discuss to enable amicable resolution of accidents during shipment of the BIOLOGICAL RESOURCE.
- 10. The BIOLOGICAL RESOURCE shall be shipped, deposited and otherwise treated in accordance with all *applicable* laws, regulations and guidelines. The DEPOSITOR and the YGRC shall, if necessary, take all steps and procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
- 11. 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.

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

DEPOSITOR :

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

YGRC:

Organization: The Yeast Genetic Resource Center Japan (YGRC)

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

Name of Authorized Representative: Taro Nakamura

Title: Professor

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

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