

MATERIAL TRANSFER AGREEMENT (MTA)
(FOR DEPOSITION)

DEPOSITOR:

Depositor Staff Name : _____

Depositor Organization: _____

Address: _____

_____ (hereinafter referred to as the 'DEPOSITOR') and National University Corporation Yamaguchi University (hereinafter referred to as 'Yamaguchi University') agree as follows with regard to the deposit of the material(s) by the DEPOSITOR with the Yamaguchi University.

1. The Yamaguchi University 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 of collecting, maintaining, storing, increasing, controlling and improving quality, and distributing biological resources to researchers. This Material Transfer Agreement (hereinafter referred to as the 'AGREEMENT') sets forth the terms and conditions agreed by the DEPOSITOR and the Yamaguchi University on the deposit of the following biological material by the DEPOSITOR with the Yamaguchi University:

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 Yamaguchi University. The Yamaguchi University 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 Yamaguchi University 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 shall, upon the deposit hereunder, notify and provide with the Yamaguchi University the accurate information (including patent information, if any) about the quality and characteristics of the BIOLOGICAL RESOURCE. Yamaguchi University can renew and, through its database, publicize information on the BIOLOGICAL RESOURCE as necessary.
4. The DEPOSITOR shall have the right to deposit the BIOLOGICAL RESOURCE to Yamaguchi University and confirm that the BIOLOGICAL RESOURCE is not legally prohibited or restricted in terms of both legal and contractual requirements.
5. The origin of the BIOLOGICAL RESOURCE is as written in an attached Table 1.
6. The Yamaguchi University may distribute the BIOLOGICAL RESOURCE to recipients pursuant to the following terms and conditions set forth by the DEPOSITOR as shown in Table 1.
7. The Yamaguchi University 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.
8. The cost of shipping of the BIOLOGICAL RESOURCE from the DEPOSITOR to the Yamaguchi University shall be determined by discussion between the DEPOSITOR and the Yamaguchi University.
9. Both parties shall discuss to enable amicable resolution of accidents during shipment of the BIOLOGICAL RESOURCE.
10. The Yamaguchi University's Management Committee, Institutional Review Board or other committees that include outside experts, may periodically review the activities of the Yamaguchi University. Upon the recommendation by these committees, the Yamaguchi University 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 Yamaguchi University 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.
12. Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Yamaguchi District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan.

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

DEPOSITOR staff name: _____
University Organization: _____
 Address: _____

National University Corporation Yamaguchi
 Address: 1677-1 Yoshida, Yamaguchi 753-8512,
 Japan

Name of Principal Investigator: _____

Name of Authorized Representative:
 Masaaki Oka

Title: _____

Title: President

Signature: _____

Signature: _____

Date: _____

Date: _____

Table 1 Conditions of biological resources deposited. (If space is not enough, attach an additional table)

	Species and/or strain name	Origin of the strain ^{*1}	Use conditions ^{*2}
1			
2			
3			
4			
5			
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7			
8			
9			
10			

*1. Describe one of the following: a, b, c, or d. Please write down the origin of the BIOLOGICAL RESOURCE in case you choose d.

- a) The DEPOSITOR developed the BIOLOGICAL RESOURCE.
- b) The DEPOSITOR obtained the BIOLOGICAL RESOURCE developed by others with consent to deposit it with the Yamaguchi University.
- c) The DEPOSITOR purchased the BIOLOGICAL RESOURCE with no restriction for transfer and deposit.
- d) Others (Please describe)

*2. Describe one of the following: A, B, C, or D. Please write down the designated paper in case you choose B and conditions of consent of use in case you choose D.

- A) 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.)
- B) 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)
- C) In publishing the research results to be obtained by use of the BIOLOGICAL RESOURCE, an acknowledgment to the DEPOSITOR is requested.
- D) The following specific terms and conditions are requested by the DEPOSITOR. (Please describe)

(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.)

Please delete the undermentioned in the printed version.

(examples of items listed)

	Species and/or strain name	Origin of the strain ^{※1}	Use conditions ^{※2}
1	Yad1g	a	A
2	Yad1g1N	a	B Literature (s)-designated. Kodama Y. Nakahara M., Fujishima M. Symbiotic alga <i>Chlorella vulgaris</i> of the ciliate <i>Paramecium bursaria</i> shows temporary resistance to host lysosomal enzymes during the early infection process. <i>Protoplasma</i> 230, 61–67, 2007.

Send your resources to NBRP-*Paramecium* with 2 copies of this MTA. We will return one copy of completed MTA.

Prof. Dr. Masahiro Fujishima

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Yoshida 1677-1, Yamaguchi 753-8512, Japan TEL/FAX: +81-83-933-5712