

Form 4-1

**RIKEN Brain Science Institute
OUTGOING MATERIAL TRANSFER AGREEMENT**

Delete before you print the agreement

Instructions: Please replace the areas in red with the appropriate information and then delete this area before submitting to Recipient and the Brain Science Promotion Division.

This Material Transfer Agreement (hereafter “MTA”) is effective on the date of the latter of the two authorized signatures of parties. The parties of this agreement are:

PROVIDER: RIKEN Brain Science Institute
 2-1 Hirosawa, Wako City
 Saitama, JAPAN 351-0198
 Provider’s Scientist: Dr. Atsushi Miyawaki
 Laboratory: Lab for Cell Function Dynamics
 Provider’s Laboratory Head: Dr. Atsushi Miyawaki

Insert the following information
 -Institution
 -Recipient (note that students may not request materials)
 -Laboratory

RECIPIENT: Institution receiving the Original Material. *(Enter name and address here)*
 Recipient’s Scientist: *(Enter name and address here)*
 Laboratory: *(Enter name of lab)*

PROVIDER agrees to transfer to **RECIPIENT** the following Original Material: YC3.60/pcDNA3. The **RECIPIENT** shall use the Original Material for: See the attached form.

Attach a form describing the intended use of requested material(s) with no more than 250

I. Definitions

MATERIAL: Original Material plus Progeny and Unmodified Derivatives. The MATERIAL shall not include (i) Modifications or (ii) other substances created by the RECIPIENT through the use of the MATERIAL which are not Progeny or Unmodified Derivatives.

Progeny: unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives: substances created by RECIPIENT which constitute an unmodified functional sub-unit or an expression product of the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated sub-sets of the Original Material, proteins expressed by DNA/RNA supplied by Provider, monoclonal antibodies secreted by a hybridoma cell line, sub-sets of the Original Material such as novel plasmids or vectors.

Modifications: substances created by RECIPIENT which contain/incorporate the MATERIAL (Original Material, Progeny or Unmodified Derivatives).

II. Terms and Conditions of Agreement

1. The MATERIAL is the sole property of PROVIDER and is to be used by RECIPIENT solely for not-for-profit research at RECIPIENT’s institution and only under the direction of the Recipient’s Scientist for the research described within this MTA. The MATERIAL may not be used in human subjects or in clinical trials involving human subjects without the written permission of PROVIDER.

2. The Recipient's Scientist agrees not to transfer the MATERIAL to any third party without the prior written consent of PROVIDER.

3. RECIPIENT shall keep confidential any or all information marked "CONFIDENTIAL" that is received from PROVIDER and related to the MATERIAL including oral discussions if they are reduced to writing within thirty (30) days and are marked "CONFIDENTIAL".

4. (a) Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any patents, patent applications, or other proprietary rights of PROVIDER.

(b) RECIPIENT agrees to acknowledge PROVIDER in all oral presentations and written publications as related to the MATERIAL.

(c) Recipient's Scientist can freely add any proteins or peptides to the N- and/or C-termini of Original Material YC3.60 (Yellow Cameleon-3.60), which consists of four domains: ECFP, a mutant of calmodulin, M13 (a 26-amino acid peptide derived from myosin light chain kinase), and a circularly-permuted Venus (cp 173 Venus). If any YCs with different properties are developed by modifying 4 domains, Recipient's Scientist agrees to inform Provider's Scientist of the modifications.

(d) RECIPIENT will not obtain and will not attempt to obtain patent coverage on the MATERIAL or any other material that could not have been made but for the MATERIAL, without the prior written consent of PROVIDER.

5. The provision of the MATERIAL to RECIPIENT shall not alter any preexisting right to the MATERIAL by a third party.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

7. RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except to the extent caused by the gross negligence or willful misconduct of PROVIDER.

8. RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

9. The MATERIAL is provided at no cost, or with an optional fee to reimburse the PROVIDER for its preparation and shipping costs.

Fee for MATERIAL: _____ 0 _____

10. This MTA constitutes the entire agreement between the PROVIDER and RECIPIENT concerning the MATERIALS and supersedes any prior understanding or written or oral agreement.

The preceding constitutes the entire MTA and is followed by the Research Plan drawn up under this Agreement for reference.

Each party shall sign two (2) identical copies of this MTA, one of which shall be kept by PROVIDER and one by RECIPIENT.

SIGNATURES BELOW

AGREED:

PROVIDER

Institute: RIKEN Brain Science Institute
Address: 2-1 Hirosawa, Wako City, Saitama
JAPAN 351-0198
Authorized Official: Mr. Toshihiko OGURU
Title: Director, Brain Science Promotion Division

Signature:

Date:

Provider's Scientist

Name: Dr. Atsushi Miyawaki
Title: Laboratory Head

Signature:

Date:

Get the signature of laboratory head (required).
A signature of a student is invalid.

RECIPIENT

Institute:
Address:
Authorized Official:
Title:

Signature:

Date:

Get the signature of the authorized official (required).

Recipient's Scientist

Name:
Title:

Signature:

Date:

Recipient's Laboratory Head

Name:
Title:

Signature:

Date:

By signing, I indicate that I have read and understood the terms outlined in this MTA and agree to abide by them regarding use of the MATERIAL.