

### Material Transfer Agreement

Regarding the use of ..... biological genetic resources which I have applied for distribution on the day of .....

- (1) I will not use the received biological genetic resources for purposes other than the research (including breeding) or educational purposes which I have described in the Application for Distribution of Biological Genetic Resources. When a change is to be made to the described purposes within the range of research (including breeding) or educational purposes, I will submit the Notice of Changes (attached Form No. 4) to the Director of the Genebank of the National Institute of Agrobiological Sciences (hereinafter referred to as the "Institute") in advance and use the biological genetic resources only after obtaining authorization from the Director of the Genebank. Moreover, I will obtain prior authorization from the Institute when exporting the received biological genetic resources.
- (2) When an intellectual property right including a breeder's right and patent right or other right is established on the received biological genetic resources, I acknowledge that these rights will not be transferred to the user.
- (3) I will not transfer, resell or lend the received biological genetic resources to a third party. I acknowledge that "transfer, resell or lend" in this section includes transfer or relocation of rights stated in item (2).
- (4) When an intellectual property right including a breeder's right and patent right or other right held by a third party has been infringed, the user or his or her affiliated organization will take full responsibility for this. Moreover, if the infringement has caused damages to others including the Institute, the user or his or her affiliated organization will pay indemnification.
- (5) When damages have been caused to the user or his or her affiliated organization due to the use of the received biological genetic resources, except for cases where the damages were deemed willful or gross negligence of the Institute, I will not ask the Institute to take any responsibility, and the user or his or her affiliated organization will handle the damages as their responsibility.
- (6) I will not raise any objections regarding accidents, etc. caused by the received biological genetic resources.
- (7) I will submit the Report on Research Results (attached Form No. 5) to the Director of the Genebank immediately after the end of the usage period. When publishing the results of the research or education using the received biological genetic resources (including breeding), I will indicate that the biological genetic resources were distributed from the Genebank Project and submit published articles and other documents to the Director of the Genebank.
- (8) When I wish to obtain an intellectual property right including a breeder's right and patent right or other right through using the received biological genetic resources, I will notify Director of the Genebank of this in advance. The allotment of the relevant right shall be specified through consultation and consensus between the Institute and the Applicant.
- (9) Regarding profits obtained from the received biological genetic resources which were introduced from outside Japan, I will conform to the Convention on Biological Diversity by respecting the sovereign right held by the country of origin and conform to the conditions stated in the material transfer agreement, etc. concluded at the time of the distribution.
- (10) I will handle the received biological genetic resources within the range permitted by relevant laws, treaties, regulations, etc.
- (11) When I have breached any of these Regulations, I will immediately terminate the use and return or discard the received biological genetic resources according to instructions given by the Director of the Genebank.
- (12) Any question arising out of, or in connection with, performance of this Agreement or any matter not specified by this Agreement shall be settled upon consultation with the Institute.
- (13) This Agreement shall be governed by the laws of Japan, and any dispute arising from, or in connection with, this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Date: .....

(Applicant)

Dr. Makoto Kawase  
Director of Genebank,  
National Institute of Agrobiological Sciences  
2-1-2, Kannondai, Tsukuba, Ibaraki 305-8602, Japan

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Signature.....

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