

- The following terms and conditions will be requested by the DEPOSITOR.
- 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)

In publishing the research results to be obtained by use of the BIOLOGICAL RESOURCE, an acknowledgment to the DEPOSITOR is requested.

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)

[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.]

7. The DEPOSITARY 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, except for the causes by gross negligence or willful conduct of the DEPOSITARY.
8. The cost of shipping of the BIOLOGICAL RESOURCE from the DEPOSITOR to the DEPOSITARY shall be borne by the DEPOSITARY.
9. Both parties shall discuss to enable amicable resolution of accidents during shipment of the BIOLOGICAL RESOURCE.
10. The Management Committee, Institutional Review Board or other committees that include outside experts, may periodically review the activities of the DEPOSITARY. Upon the recommendation by these committees, the DEPOSITARY 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 DEPOSITARY 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.
13. Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Osaka District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan.

signatures on following page

IN WITNESS WHEREOF, both parties have executed this Agreement in duplicate, signed by their duly authorized officers or representatives, and shall each retain one signed copy.

DEPOSITOR :

Address: _____

Name of Authorized Representative: _____
Title: _____

Signature: _____

Date: _____

The head of the affiliated organization or any other person authorized to contract on behalf of the organization

Name of Principal Investigator: _____
Title: _____

Signature: _____

Date: _____

Principal Investigator responsible for the deposit

DEPOSITARY: University of Tsukuba

Address: Tennodai 1-1-1, Tsukuba, Ibaraki, (305-8572), Japan

Name of Authorized Representative: Yasushi Nakauchi
Title: Vice President and Executive Director for Collaborative Research

Signature: _____

Date: _____

Name of Principle Investigator: Dr. Hidekazu Kuwayama
Title: Professor, Faculty of Life and Environmental Sciences

Signature: _____

Date: _____