

**MATERIAL TRANSFER AGREEMENT
(FOR DISTRIBUTION)**

This Material Transfer Agreement sets forth the terms and conditions under which Cell Signaling Dynamics Team, Center for Biosystems Dynamics Research, RIKEN (hereinafter referred to as 'PROVIDER') will provide with the RECIPIENT, and the RECIPIENT will receive, the biological materials (refer to Exhibit A) and/or its derivatives (hereinafter referred to as the 'BIOLOGICAL RESOURCE') in response to the RECIPIENT's request, and with which the RECIPIENT staff and organization agree before the RECIPIENT receives the BIOLOGICAL RESOURCE:

1. The PROVIDER is engaged in collecting, maintaining, storing, multiplying and distributing the biological resources, in order to contribute to the Japanese and international research community for the development of the research and utilization in the field of life sciences.
2. (a) The RECIPIENT shall use the BIOLOGICAL RESOURCE for the following specific purpose:
(b) The RECIPIENT shall inform the PROVIDER for its written consent on the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.
3. The RECIPIENT shall not use the BIOLOGICAL RESOURCE for diagnosis or treatment of humans or other direct applications to human bodies or as food source for humans.
4. The RECIPIENT shall comply with the terms specified for each BIOLOGICAL RESOURCE (refer to Exhibit A). The RECIPIENT shall obtain prior written consent from the depositor if that is necessary to do so.
5. The RECIPIENT agrees to expressly describe the acknowledgement of the PROVIDER As the source of the BIOLOGICAL RESOURCE in any publication reporting the use thereof and the RECIPIENT shall send a copy of such publication to the PROVIDER. The PROVIDER may disclose publicly, copy or otherwise use such publication to promote the contribution by the PROVIDER.
6. The RECIPIENT shall bear the cost of shipping, handling, and part of production and other expenses necessary for preparation or distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
7. The PROVIDER agrees with the access to the BIOLOGICAL RESOURCE only to those coworkers and students who work for the purpose specified in Section 2 (a) above under the

direct supervision and responsibility of the RECIPIENT. The RECIPIENT shall not distribute, resell or otherwise dispose of the BIOLOGICAL RESOURCE and ITS DERIVATIVES to any third party. The disposition hereunder shall include any acts to transfer all or any part of the intellectual property or grant a license thereunder with respect to the BIOLOGICAL RESOURCE.

8. Nothing in this AGREEMENT shall be interpreted that the PROVIDER grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.
9. The RECIPIENT assumes all liability for claims against the RECIPIENT and the PROVIDER by third parties relating to alleged infringement of any patent, copyright, trade mark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the BIOLOGICAL RESOURCE, except for the case that the claim is caused by the gross negligence or willful misconduct of the PROVIDER.
10. The RECIPIENT acknowledges that the BIOLOGICAL RESOURCE delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the BIOLOGICAL RESOURCE.
11. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL RESOURCE and ITS DERIVATIVES shall be conducted in compliance with all applicable laws, regulations and guidelines. The RECIPIENT shall, if necessary, take any steps or procedures to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
12. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
13. Where the RECIPIENT is in breach of this AGREEMENT, the PROVIDER may request the Recipient to cease its subsequent use of the BIOLOGICAL RESOURCE and other resources of the PROVIDER.
14. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this AGREEMENT.

15. 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.

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

PROVIDER:

RECIPIENT:

Organization: RIKEN Center for Biosystems
Dynamics Research

Organization:

Address: 6-2-3 Furuedai, Suita-city, Osaka,
Japan 565-0874

Address:

Name of Authorized Representative:
Isamu Okubo

Name of Principal Investigator:

Title: Director, Kobe Administrative Division

Title:

Signature: _____

Signature: _____

Date: _____

Date: _____

PROVIDER's Scientist

RECIPIENT's Scientist

Name: Dr. Yoichiro Kamimura

Name:

Title: Senior Scientist,
Cell Signaling Dynamics Team

Title:

Signature: _____

Signature: _____

Date: _____

Date: _____

