

Agreement for the supply of laboratory mice

To:
Yuichi Oike
Director
Center for Animal Resource and Development
Kumamoto University
2-2-1 Honjo, Kumamoto 860-0811, Japan

The undersigned hereby agree to the following terms and conditions in relation to the request for the supply of laboratory mice deposited in Center for Animal Resource and Development (hereinafter called "CARD"), Kumamoto University .

1. The material that is covered in this Agreement includes the laboratory mouse deposited in CARD as _____, its additional progeny or derivatives and any related information which is received by the Recipient under this Agreement (collectively hereinafter called "Material") for use in the research of Recipient Scientist relating to _____

(hereinafter called "Research").
2. The Recipient shall pay the Price for mouse resources by the date of payment of invoice issued by The National University Corporation, Kumamoto University and agrees to pay the fee remittance, the shipping expense for sending the Material and the return expense of the shipping container. Payment shall be made in Japanese Yen by the transfer of funds to a bank account designated by the invoice. Accounts not paid by the date of payment shall be deemed delinquent and are subjected to interest charges of five percent (5 %) per annum on the unpaid balance.
3. In the case requested by the Depositor, the Recipient should obtain an approval from the Depositor using the Approval Form prior to the request for the supply of mouse resource.
4. The Material will be used only the non-commercial scientific research of the Recipient. The Recipient shall not use the Material for diagnosis or treatment of humans or other direct applications to human bodies or as food source for humans.
5. The Material shall not be distributed to any others without a prior written consent of CARD.
6. If the Research using the Material results in a discovery, invention or new use (collectively, hereinafter called "Invention"), the Recipient agrees to disclose promptly such Invention to CARD in confidence. Both parties shall discuss the legal title to the Invention and the patent application.
7. The Recipient agrees to expressly describe the acknowledgement to CARD as the source of the Material in any publications of Research results and shall send a copy of such publication to CARD. CARD may disclose publicly, the copy or otherwise use such publication to promote the contribution by CARD.

8. Nothing in this Agreement shall be interpreted expressly or impliedly that CARD grants the Recipient any rights under any patents or other intellectual property, or licenses thereunder with respect to the Material.
9. The Recipient assumes all liability for claims against the Recipient and CARD by third parties relating to alleged infringement of any patent or other intellectual property rights, which may arise from the use, storage or disposal by the Recipient of the Materials, except for the case that the claims is caused by the gross negligence or willful misconduct of CARD.
10. The Recipient acknowledges that the Material 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 Material.
11. Even if the Recipient dose not get good results after thawing of frozen mouse embryos, CARD does not take the consequences for it.
12. The Recipient agrees that any handling or other activities undertaken in their laboratory with the Material 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 Materials.
13. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the Materials.
14. Where the Recipient is in breach of this Agreement, CARD may request the Recipient to cease its subsequent use of the Material and other mouse resources of CARD.
15. 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.
16. This Agreement shall be governed by and construed in accordance with the laws of Japan and each party submits to the exclusive jurisdiction of Kumamoto District Court, Japan.

RECIPIENT

Name of Authorized Representative: _____

Position: _____

Institution: _____

Address: _____

Signature: _____ Date: _____

RESIPIENT SCIENTIST

Name of Scientist: _____

Position: _____

Institution: _____

Address: _____

Signature: _____ Date: _____

Approval Form

_____ (“Provider”) and _____ (“Provider scientist”) agree to provide _____ (“Recipient”) with materials as described below as requested by _____ (“Recipient scientist”) for use in a research project, subject to the terms and conditions set forth in this form.

1. This agreement applies to the material specified as _____, its additional progeny or derivatives and any related information which is received by recipient under this form for use in the research of recipient scientist relating to _____ (“Research”).

2. The material described above is being provided under the condition described below (Check one of following).

Recipient scientist will acknowledge _____ (“Provider scientist”) as the source of the material in any publications of Research results.

Recipient scientist agrees to use the material on the collaborative basis. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in collaborative work.

Recipient scientist agrees to add _____ (“Provider scientist”) as authors in the first publications. Thereafter, the Recipient scientist agrees to acknowledge _____ (“Provider scientist”) as the source of the Material in any publications of Research results.

Recipient and Recipient scientist agree to use the material in the following condition.

3. Provider retains ownership of the Material, including any Material contained or incorporated in modifications. If the Research using the Material results in a discovery, invention, new use or a product (collectively, the “Invention”), Recipient agrees to disclose promptly such Invention to Provider in confidence. Legal title to the Invention shall be determined by mutual agreement between the parties taking into account the role and contribution of individuals involved the development of Invention.

Provider and Recipient do hereby sign two original forms of this Agreement and each party holds one signed form.

PROVIDER SCIENTIST

Name: _____

Position: _____

Institution: _____

Address: _____

Signature: _____ Date: _____

PROVIDER

Name (authorized representative): _____

Position: _____

Institution: _____

Address: _____

Signature: _____ Date: _____

RECIPIENT

Name (authorized representative): _____

Position: _____

Institution: _____

Address: _____

Signature: _____ Date: _____

RECIPIENT SCIENTIST

Name: _____

Position: _____

Institution: _____

Address: _____

Signature: _____ Date: _____