

Agreement for the Transfer of Materials

In response to the RECIPIENT's request for KEIO (ko) collection: comprehensive ORF disrupting strain, National Institute of Genetics ("NIG") asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL.

I. Definitions:

KEIO (ko) collection: comprehensive ORF disrupting strain which has been produced jointly by researchers belonging respectively to Nara Institute of Science and Technology, National University Corporation ("NAIST"), Keio University ("KEIO") and Purdue Research Foundation ("PRF") and is co-owned by NAIST, KEIO and PRF ("CO-OWNERS").

The MATERIAL: KEIO collection and its PROGENY. The MATERIAL shall not include: (a) MODIFICATIONS or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS or PROGENY.

PROGENY: Unmodified descendant from KEIO collection, such as cell from cell.

MODIFICATIONS: E. coli strains created by the RECIPIENT which are derived from the MATERIAL by way of mutation, transformation, mating and the like.

II. Terms and Conditions:

1. Ownership of the above MATERIAL will remain with the CO-OWNERS.
The MATERIAL is made available as a service to the academic research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
3. This MATERIAL will be used by the RECIPIENT SCIENTIST and by individuals supervised by the RECIPIENT SCIENTIST in his/her laboratory for not-for-profit research only and solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

Insert applicable information.

4. The MATERIAL shall not be used without consulting or licensing obligations of whether such obligations present written permission is obtained from

Please briefly describe how the material will be used in your research; This will assist us confirming that the agreement is consistent with your research plans.

5. The RECIPIENT will not distribute the MATERIAL to any entities unless prior written permission is obtained from NIG and NAIST.
6. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it. In any publication of the result of Research Project, the RECIPIENT shall include the references to the following paper:

Request ID :

Construction of Escherichia coli K-12 in-frame, single-gene knockout mutants: the Keio collection

Tomoya Baba, Takeshi Ara, Miki Hasegawa, Yuki Takai, Yoshiko Okumura, Miki Baba, Kirill A Datsenko, Masaru Tomita, Barry L Wanner, Hirotada Mori

Molecular Systems Biology doi:10.1038/msb4100050: 21 February 2006

7. The RECIPIENT retains ownership of MODIFICATIONS.
8. The RECIPIENT, at the request of NAIST, will agree to make the MODIFICATIONS and the invention (whether patent granted or not) described in Article 10, available to the CO-OWNERS for not-for-profit research purposes only.
9. The RECIPIENT may distribute MODIFICATIONS to nonprofit organization for research purpose only, and may not provide MODIFICATIONS for commercial purposes without prior written consent of NIG and NAIST.
10. If the RECIPIENT makes an invention, whether patentable or not, as a result of its use of the MATERIAL, it will promptly inform NAIST of such invention. Inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the roles and contributions of individuals involved in the research. In the case of a joint invention, NAIST and the RECIPIENT agree to negotiate a joint application agreement which shall provide, *inter alia*, for the sharing of patent costs, income, and invention management responsibilities.
11. Any MATERIAL delivered pursuant to this Agreement is understood to be EXPERIMENTAL in nature and may have hazardous properties. NIG AND NAIST 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. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, NIG shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of NIG.
12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
13. The MATERIAL is provided with a transmittal fee solely to reimburse NIG for distribution costs.
14. The Undersigned, by signing this Agreement, represents that he/she is authorized on behalf of NIG to enter into this Agreement for and on behalf of the RECIPIENT.

Request ID :

NIG, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to NIG. NIG will then send the MATERIAL.

NIG INFORMATION and AUTHORIZED SIGNATURE

NIG Scientist	Hironori Niki, Ph.D., Professor in Microbial Physiology Laboratory, National Institute of Genetics
NIG Authorized Official	Mutsuaki Suzuki, Ph.D., Director of NIG INNOVATION, National Institute of Genetics
E-mail	chizai@nig.ac.jp
Address	1111 Yata, Mishima, Shizuoka, 411-8540 Japan

Signature of NIG's Authorized Official

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Please note that this MTA is only for use by academic and non-profit institutions.

RECIPIENT SCIENTIST Name, Title, and E-mail:	Name: Title:	Print full name, job title, and email address of Recipient Scientist.
	E-mail:	
	RECIPIENT Organization Name and Address:	
Authorized Official Name, Title, and E-mail:	Name: Title:	Print full name, job title, and email address of Authorized Official.
	E-mail:	

Declaration of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this agreement and I agree to abide by them in the receipt and use of the MATERIAL.

An actual signature is required.

Date of Signature

Signature of RECIPIENT SCIENTIST

Date

An actual signature is required.

Signature of RECIPIENT Organization's Authorized Official

Authorized Official is an individual who has signatory approval on behalf of the university or institute

An electronic signature is **NOT** acceptable!