

MATERIAL TRANSFER AGREEMENT

No:

(for office use only)

RETURN (by post or courier) TO:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX

User Name	
Institute Name:	
Institute Address:	

Resource Name:

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MATERIAL TRANSFER AGREEMENT

Sub-licensing Agreement with regard to the Use of Mouse cDNA Clones

To Source BioScience UK Limited, the Sub-licensor (hereinafter the "Sub-Licensor") of the right to the use of FANTOM cDNA clones and the related information thereof possessed by The Institute of Physical and Chemical Research (RIKEN) of Japan.

We, the party ordering the clones (hereinafter "Sub-licensee"), hereby acknowledge that the mouse cDNA clones and related information thereof (hereinafter "the Clones") are constructed based on the patents (including those pending) possessed jointly by The Institute of Physical and Chemical Research (RIKEN) (hereinafter the "Riken") and K.K. Dnaform (hereinafter "DNAFORM"), and the Sub-licensee hereby agree that the FANTOM Clones including but not limited to replicas or copies of Clones remain as the property of the Riken and DNAFORM, even after we have sublicensed the use of the same from you.

We further covenant the following:

For the receipt of FANTOM Clones from you under the license, we will comply with all governmental regulations and guidelines in the country where our experiment will be conducted related to research using recombinant DNA. We will not transfer, lend, license the use of or sell partially or in whole FANTOM Clones to a third party. We will not use or cause to use any part or in whole FANTOM Clones for any commercial activities.

When we publish a paper or otherwise make public the results of our research work using the FANTOM Clones Licensed to us, we shall clearly state in writing in such papers, etc. that the work was done using the Clones, the use of which has been licensed from The Institute of Physical and Chemical Research (RIKEN), and the following legend shall be used:

"The transcriptional landscape of the mammalian genome, Science, 309:1559-1563, 2005"

The License to us of the use of the Clones has been made at our request and therefore we hereby waive any rights to claim damages resulting from, or in connection with, the use of the Clones, on any theory of liability, whether in contract, tort (including negligence), breach of warranty or otherwise.

We agree that the FANTOM Clones shall be delivered to us solely for our internal laboratory research purposes only and that those clones must not be used for any diagnostics, therapeutics or military purposes of any kind.

We agree that this licensing agreement does not grant or imply to grant to us the patent rights (including those pending) with regard to the construction of full-length cDNA libraries owned or applied for jointly or independently by RIKEN and/or K.K.Dnaform in various countries including but not limited to Japan, Europe and USA.

ADMINISTRATION

In the first instance queries regarding this resource should be directed to the distributor:

Source BioScience UK Limited, 1 Orchard Place, Nottingham Business Park,
Nottingham NG8 6PX

Tel: +44 (0) 115 973 9012 Fax: +44 (0) 115 973 9013

I have read and accept the conditions for use of the MATERIALS as stated above.

Name

Position

Company/Institution

Address

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Signature

Date