

THE RIKEN BRC MOUSE CLINIC EXECUTION AGREEMENT

(For Foreign countries)

_____ (hereinafter referred to as the 'REQUESTER') and RIKEN BioResource Research Center (hereinafter referred to as 'RIKEN BRC') agree as follows.

- 1 The RIKEN BRC, a non-profit public organization financed by the Japanese Government, is engaged in collection, maintenance, storage, propagation, quality control and distribution of the resources in Japan to contribute to the Japanese and international research community for the biological resources, in order to contribute to the Japanese and international scientific community in the field of life sciences. This determines the terms of this AGREEMENT when a party requests a comprehensive phenotype analysis (hereinafter referred to as the "Mouse clinic") of a mouse of line _____ (hereinafter referred to as "the RESOURCE").
- 2 In principle, the REQUESTER transfers or deposits RIKEN BRC with the RESOURCE to undergo the Mouse clinic. The REQUESTER must sign a separate agreement to transfer or deposit the RESOURCE. However, this does not apply if the RESOURCE has already been deposited or transferred to the RIKEN BRC. In principle, the REQUESTER transfers or deposits RIKEN BRC with the RESOURCE to undergo the Mouse clinic. The REQUESTER must sign a separate agreement to transfer or deposit the RESOURCE. However, this does not apply if the RESOURCE has already been deposited or deposited to the RIKEN BRC.
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- 3 The REQUESTER represents that the REQUESTER has all power and authorization to enter into this AGREEMENT and to perform its obligation hereunder, without violating any statutory or contractual obligations or restrictions.
The origin of the RESOURCE is as follows:
(Check an appropriate box)
 - ☐ The REQUESTER developed the RESOURCE.
 - ☐ The REQUESTER obtained the RESOURCE developed by others with consent to deposit it with the developer.
 - ☐ Others.
(Please describe)
4. The RIKEN BRC will report the data acquired from the REQUESTER's Mouse clinic to the REQUESTER. acquired
5. The REQUESTER agrees to expressly acknowledge that "the RESOURCE (the resource name) was analyzed a comprehensive phenotype by RIKEN BRC Mouse clinic, Japan" in Materials

and Methods or in the Acknowledgement in any publication reporting the use of the RESOURCE. The REQUESTER also agrees to send a copy of such publication to the RIKEN BRC. The RIKEN BRC may disclose or use for its own research such publication.

6. The RIKEN BRC can disclose the data acquired from the RESOURCE's Mouse clinic, after receiving prior approval from the REQUESTER.
7. If the REQUESTER intends to apply for a patent based on the data obtained in the RESOURCE's Mouse clinic, both parties shall confer and decide on the conditions.
8. Regarding handling of the data acquired from the Mouse clinic other than that described in Article 6 and Article 7 above.

(Check an appropriate box)

- ☐ The REQUESTER adds no further conditions.
- ☐ The REQUESTER adds the following conditions.

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9. The RIKEN BRC shall not be held liable to the REQUESTER for any damage or loss to the RESOURCE due to any events caused during maintenance or storage of the RESOURCE, except for the causes by gross negligence or willful misconduct of the RIKEN BRC.
 10. RIKEN BRC shall not be held liable to the REQUESTER for the data obtained in the Mouse clinic.
 11. The REQUESTER shall be request a part of the cost of analyzed a comprehensive phenotype by RIKEN BRC Mouse clinic of the RESOURCE.
 12. Both parties shall discuss to enable amicable resolution of accidents during shipment of the RESOURCE.
 13. The RIKEN BRC's Mouse Clinic Review Committee, Resource Review Committee, Institutional Review Board or other committees that include outside experts, may periodically review the activities of the RIKEN BRC. Upon the recommendation by these committees, the RIKEN BRC may discontinue the maintenance and storage of the RESOURCE or otherwise dispose of it after notifying its intention to the REQUESTER.
 14. The RESOURCE shall be shipped, deposited and otherwise treated in accordance with all *applicable* laws, regulations and guidelines. The REQUESTER and the RIKEN BRC shall, if necessary, take all steps and procedures to comply with legal requirements for handling of the RESOURCE.
 15. 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.
 16. Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall

be governed in accordance with the laws of Japan.

The REQUESTER and the RIKEN BRC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

RIKEN BioResource Research Center

3-1-1 Koyadai, Tsukuba, Ibaraki 305-0074 Japan

Director

Toshihiko Shiroishi, Ph.D.

Signature: _____

Date: _____

REQUESTER :

Organization: _____

Address: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Name of Staff: _____

Title: _____

Signature: _____

Date: _____