

MATERIAL TRANSFER AGREEMENT (MTA) for Requesting Plant Materials
from the NBRP Tomato Resource Center (NBRP-TRC)

This Material Transfer Agreement (MTA) sets forth the terms and conditions for the NBRP Tomato Resource Center, Gene Research Center, University of Tsukuba (hereinafter referred to as 'RESOURCE CENTER') to provide a biological material specified as the Exhibit, hereinafter referred to as the 'BIOLOGICAL RESOURCE' to the RECIPIENT. In consideration for the RESOURCE CENTER providing the RECIPIENT access to the BIOLOGICAL RESOURCE and the right to utilize them for the research, the RECIPIENT agrees to the following conditions:

1. The RESOURCE CENTER aims to contribute to the development of basic and applied fields of life science by distributing the BIOLOGICAL RESOURCE to individuals. **Must describe detailed purpose of use.**
2. (a) The RECIPIENT agrees to use the BIOLOGICAL RESOURCE **Just "Research" is not acceptable.**
To elucidate molecular mechanism for root elongation
(b) The RECIPIENT agrees to inform the RESOURCE CENTER when using the BIOLOGICAL RESOURCE for any other purpose than the one specified above. The RECIPIENT agrees to acknowledge the contribution of the RESOURCE CENTER upon publishing results obtained by using the BIOLOGICAL RESOURCE as **"Tomato seed (Reference to Exhibit) was provided by University of Tsukuba, Gene Research Center, through the National Bio-Resource Project (NBRP) of the MEXT, Japan."**, and send the reprint to the RESOURCE CENTER. The RESOURCE CENTER possesses the warrant to cite the publication as a fruit of the NBRP.
3. The RECIPIENT agrees to bear the cost of shipping, handling, part of production and other expenses necessary for preparation or distribution of the BIOLOGICAL RESOURCE.
4. The use of the BIOLOGICAL RESOURCE is restricted to co-workers and students who work for the purpose specified above under a direct supervision and responsibility of the RECIPIENT. The RECIPIENT agrees not to transfer or distribute any part of the BIOLOGICAL RESOURCE or any extracts, replications, summaries, or derivatives thereof to any third party howsoever. The condition includes any acts to transfer all or any part of a patent and a patent license with respect to the BIOLOGICAL RESOURCE.
5. This MTA does not give a commercial patent or a commercial patent license to the RECIPIENT with respect to the BIOLOGICAL RESOURCE.
6. The RECIPIENT is responsible for claims against the RECIPIENT and the RESOURCE CENTER by third parties relating to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal of the BIOLOGICAL RESOURCE by the RECIPIENT, except for the case that the claim is caused by the gross negligence or willful misconduct of the RESOURCE CENTER.

7. The RECIPIENT agrees to be aware of a possibility that the BIOLOGICAL RESOURCE may possess defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and be responsible for the consequences resulting from the use of the BIOLOGICAL RESOURCE by the RECIPIENT.
8. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL RESOURCE and IT'S 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.
9. Any accident occurred during shipment of the BIOLOGICAL RESOURCE is solved together by the RESOURCE CENTER and the RECIPIENT.
10. If the RECIPIENT is in breach of this MTA, the RESOURCE CENTER may request the RECIPIENT to cease the continuous use of the BIOLOGICAL RESOURCE and other resources of the RESOURCE CENTER
11. Any question arose according to matters not set forth in this MTA or during fulfillment of this MTA is solved together by the RESOURCE CENTER and the RECIPIENT.

Please, have (an) authorized officer(s) of the RECIPIENT ORGANIZATION acceptance of the above by signing and dating TWO copies of this Agreement and return both copies by mail AND facsimile/e-mail to following address.

Upon receipt of two completed and executed copies of this MTA will be then be sent to the RECIPIENT.

Hiroshi Kamada, Project leader

NBRP Tomato Resource Center

Gene Research Center, University of Tsukuba

1-1-1 Ten-noudai, Tsukuba

Ibaraki 305-8572, JAPAN

Signature: _____ Date: _____

CERTIFICATION BY AN AUTHORIZED OFFICIAL:

I have read and understand the conditions outlined in this MTA and I agree to fully abide by them in the receipt and use of the BIOLOGICAL RESOURCE.

Signature, Name and Title: Quentin S. Matthias, Professor

Institution: Washington State University, USA Date: 3/3/2009

E-mail: ○○○○@wsu.com

Exhibit

List of the biological materials :

*** Fill in strain IDs you requested when published like below.**

EMS mutagenesis lines

TOMJPEXXXX, TOMJPEXXXX, TOMJPEXXXX...

Wild type cultivars

TOMJPEYYYY, TOMJPEYYYY, TOMJPEYYYY, TOMJPEYYYY...

Gamma irradiation-induced mutant lines

TOMJPGZZZZ, TOMJPGZZZZ, TOMJPGZZZZ, TOMJPGZZZZ...