

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

This Material Transfer Agreement (MTA) sets forth the terms and conditions for the NBRP Tomato Resource Center, Tsukuba Plant Innovation Research Center, University of Tsukuba (hereinafter referred to as 'RESOURCE CENTER') to provide a biological material (specified as the Exhibit and including derivative thereof, 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 international research community.
2. (a) The RECIPIENT agrees to use the BIOLOGICAL RESOURCE for a purpose specified as:
To elucidate molecular mechanism for root elongation
(b) The RECIPIENT shall not use 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/DNA clone (TOMJPXxxxx/LEFLxxxx)" was provided by University of Tsukuba, Tsukuba Plant Innovation Research Center, through the National Bio-Resource Project (NBRP) of the MEXT/AMED, Japan.**, and send the reprint to the RESOURCE CENTER immediately after publication. The RESOURCE CENTER possesses the warrant to cite the publication as a fruit of the NBRP.
(c) The RECIPIENT agrees to cite the paper(s) listed in the Exhibit when publishes the achievements.
3. The RECIPIENT agrees to bear the cost(*) of BIOLOGICAL RESOURCE itself, shipping, handling, part of production and other expenses necessary for preparation or distribution of the BIOLOGICAL RESOURCE.
(*) refer to the website; <https://tomatoma.nbrp.jp/about/fees.jsp>
4. The BIOLOGICAL RESOURCE shall not be used by or not be transferred to any third party. Notwithstanding foregoing, the co-researchers working for the same purpose specified above are allowed to use the BIOLOGICAL RESOURCE under the same restrictions as the RECIPIENT.
5. This MTA does not give any commercial license to the RECIPIENT with respect to the BIOLOGICAL RESOURCE. A separate agreement shall be required for commercial use of the BIOLOGICAL RESOURCE or any deliverable obtained by the use thereof.
6. The RECIPIENT agrees to consult with the RESOURCE CENTER and/or the depositor of the corresponding BIOLOGICAL RESOURCE regarding ownership and handling of any patentable invention invented by the RECIPIENT using the BIOLOGICAL RESOURCE.
7. 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.
8. 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.

Must describe detailed purpose of use.

Just "Research" is not acceptable.

9. The RECIPIENT agrees to have a confidentiality obligation regarding any unpublicized data of the BIOLOGICAL RESOURCE that is provided from the RESOURCE CENTER. This restriction will be canceled immediately after the data is published by any conferences, patents, or research papers.
10. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the BIOLOGICAL RESOURCE 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.
11. Any accident occurred during shipment of the BIOLOGICAL RESOURCE is solved together by the RESOURCE CENTER and the RECIPIENT.
12. 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
13. Any question arose according to matters not set forth in this MTA or during fulfillment of this MTA shall be settled upon consultation in good faith between 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.

RESOURCE CENTER:

Tsukuba Plant Innovation Research Center, University of Tsukuba

1-1-1 Tennodai, Tsukuba, Ibaraki 305-8572, JAPAN

Hiroshi Ezura, Principal Investigator of NBRP Tomato

Do NOT fill here.

Signature : _____	Date : _____
Naoya Fukuda, Director of Tsukuba Plant Innovation Research Center	
Signature : _____	Date : _____

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE:

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.

Name of RECIPIENT Scientist : Hanako Tsukuba

Name and Title of Principal Investigator : Tom S. Lycopersicum, Professor

Institution : University of NBRP tomato

Address : 1-1-1 Tennodai, Tsukuba, Ibaraki 305-8572, JAPAN

E-mail of Principal Investigator : xxxx@xxx.xx

Signature of Principal Investigator : Tom S. Lycopersicum Date : January 15, 2021

CERTIFICATION BY AN AUTHORIZED OFFICIAL:

Name and Title of Authorized Official : Hernán Cortés, Director of Intellectual Property Unit

Signature of Authorized Official : Hernán Cortés Date : January 15, 2021

**AUTHORIZED OFFICIAL is an individual who has full authority for signing MTA.
(e.g. Director of intellectual property unit, technology transfer office, legal department
or your department)**

Exhibit

List of the biological materials :

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

EMS mutagenesis lines

TOMJPExxxx(1), TOMJPExxxx(1), TOMJPWxxxx(1) , TOMJPWxxxx(1)...

Gamma irradiation-induced mutant lines

TOMJPGxxxx(1), TOMJPGxxxx(1), TOMJPGxxxx(1)...

Wild type cultivars

TOMJPFxxxx(3), TOMJPFxxxx(2), TOMJPFxxxx(1), TOMJPFxxxx(1)...