

* Please delete the red letters.

GFP-A

SCHEDULE A

Letter for Use Prior to Transmission of Biological Materials to

[Name] Please fill in the date of order.

[date] Please fill in the name of the recipient.

[Name] Please fill in the name of your organization.

[Academic Institution] Please fill in the address of your organization.

[Address] Dear [Name] Please fill in the name of the recipient.

This is to acknowledge your request that you receive certain replicable biological materials deposited in RIKEN BioResource Research Center (RIKEN BRC) for your use in scientific research. The Materials, described below, ("Materials") incorporate the gene for a fluorescent protein which is covered by one or more claims in patents owned by one or more of The Regents of the University of California ("UC"), The Board of Trustees of the Leland Stanford Junior University ("Stanford"), General Electric Corporation ("GE") and Fisher BioImage ApS ("BioImage") and licensed to Life Technologies Corporation ("LTC"). The terms under which RIKEN BRC acquired the gene for the protein include the right to transfer materials containing such gene to you as set forth herein. The Materials that you have requested are [describe // GFP Material name].

Please fill in the name of resource.

While RIKEN BRC cannot transfer ownership of these Materials to you, RIKEN BRC will be pleased to permit your use of these Materials within your laboratory at [name of Academic Institution] for your use in scientific research. However, before providing them to you, RIKEN BRC requires an agreement that (i) the Materials will be received by you only for your use [name of your organization] others in your laboratory who work under your supervision), (ii) that you will not use or enable others to use the Materials for Commercial Purposes, (iii) that you will not pass on the Materials or their progeny or derivatives to any (a) for-profit entity or (b) not-for-profit entity which is a subsidiary of a for-profit entity for any reason without the prior written consent of LTC, and (iv) you will not pass on the Materials or their progeny or derivatives to any other academic entity (i.e. a university, government laboratory, or not-for-profit that is not a

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subsidiary of a for-profit entity) unless the recipient has agreed in writing to the requirements set forth herein.

“Commercial Purposes” means any activity by a party for consideration and may include, but is not limited to: (1) use of any of the Materials or their progeny or derivatives in manufacturing; (2) use of any of the Materials or their progeny or derivatives to provide a service (including screening), information, or data for consideration (provision of information, such as reports, to agencies providing grants to your institution is not a Commercial Purpose); (3) use of any of the Materials or their progeny or derivatives for therapeutic, diagnostic or prophylactic purposes; or (4) resale of the Materials or their progeny or derivatives, whether or not such Materials or their progeny or derivatives are resold for use in research.

You understand and acknowledge that no other right or license to the Materials, their progeny and derivatives is granted or implied as a result of our transmission of these Materials to you.

These Materials are to be used with caution and prudence since their characteristics are unknown, and you confirm that all use will occur under the supervision of a technically qualified individual.

RIKEN BRC also requires your acknowledgement and agreement that (i) you assume all liability for any damages which may arise from your use, storage or disposal of the Materials, their progeny and derivatives and (ii) none of UC, the Howard Hughes Medical Institute, Stanford, GE, BioImage or LTC or any of their respective managers, directors, officers, employees, sponsors, or agents (collectively the “Limited Liability Parties”) will be liable to you or your institution or any third party for any loss, claim or demand made by you or your institution, or made against you or your institution by any other party, due to or arising from your use, storage, disposal or onward transfer of the Materials, except to the extent permitted by law when caused by the gross negligence or willful misconduct of any of Limited Liability Parties.

NONE OF THE LIMITED LIABILITY PARTIES MAKES ANY WARRANTY, EXPRESS, OR IMPLIED WITH RESPECT TO THE MATERIALS.

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[As you recognize, there is a processing cost to us in providing the Materials. We will bill you for our processing costs, which will amount to \$_____]

Leave blank, we will fill in.

If you agree to accept the Materials under the above conditions, please sign the enclosed duplicate copy of this letter, have it signed by an authorized representative of your institution, and return it to me. Upon receipt of the fully countersigned letter, RIKEN BRC will forward the Materials to you.

Yours truly,

Leave blank, we will fill in.

Signature of Transferring Scientist

Toshihiko Shiroishi, Ph.D.

Director

RIKEN BioResource Research Center

Accepted

Research Investigator/Recipient

Please fill in the name of the recipient.

Printed Name

Please fill in the signature of the recipient and the date.

Signature of Recipient and Date

Please fill in the name of your organization.

Name of Recipient's Institution

Please fill in the name of the authorized representative

Printed Name

Please fill in the signature of the authorized representative and the date.

Signature of Individual Authorized to Bind the Recipient's Institution and Date