

Addendum to Request and Agreement Form for the Distribution of Cell Lines (Form A) for Cell Lines Created by Crispr/Cas9 Technology

(Form A: Ref. No. 受付番号:)

To JCRB Cell Bank (National Institutes of Biomedical Innovation, Health and Nutrition)

Requested Cell Line Created by Crispr/Cas9 Technology

Name of cell line:

JCRB Number:

1. The Recipient recognizes that the above cell line(s) was created by Crispr/Cas9 technology, and that the Crispr/Cas9 technology is claimed as patent.

2. The Recipient agrees to use the above cell line(s) solely for academic/non-profit researches. The above cell lines shall not be used for any COMMERCIAL PURPOSE. For purposes of this Agreement, "COMMERCIAL PURPOSE" means the sale, lease, license, or other transfer of the above cell line(s) to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the above cell line(s) by any organization, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the above cell line(s) to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of above cell line(s) for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

3. The access to the above cell line(s) is limited to the Recipient and the Recipient's co-workers and students who work for the purpose specified in Form A under the direct supervision and full responsibility of the Recipient. The Recipient shall not distribute, resell or otherwise dispose of the above cell line(s) to any third party. The disposition hereunder shall include any acts to transfer all or any part of the intellectual property or grant a license thereunder with respect to the above cell line(s).

4. Nothing in this Addendum and/or Form A shall be interpreted that JCRB grants the Recipient any rights under any patents or other intellectual property, or licenses thereunder with respect to the above cell line(s).

5. THE ABOVE CELL LINE(S) DELIVERED PURSUANT TO THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS AND UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND WITH POSSIBLE HAZARDOUS PROPERTIES. JCRB MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT JCRB OR THE DEPOSITOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF SUCH PURPOSE), OR THAT THE USE OF THE ABOVE CELL LINE(S) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.

6. The Recipient agrees to hold JCRB and the Depositor harmless and to indemnify

JCRB and the Depositor for all liabilities, demands, damages, expenses and losses arising out of the Recipient's use of the above cell line(s), except for the case that the claim is caused by the gross negligence or willful misconduct of JCRB.

7. In case the Recipient is in breach of this Addendum and/or Form A, JCRB may request the Recipient to cease its subsequent use of the above cell line(s) and other resources of JCRB.

8. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this Addendum and/or Form A.

Recipient Name: _____

Position: _____

Organization: _____

Address: _____

Signature: _____

Date: _____