

MATERIAL TRANSFER AGREEMENT

Docket Number: _____

(for official use only)

ACADEMIA SINICA and _____ (name, RECIPIENT hereinafter) agree to the following terms and conditions concerning the transfer of biological materials (MATERIAL hereinafter):

1. The RECIPIENT agrees that the MATERIAL is to be used solely for teaching and academic research purposes and not for any commercial purposes whatsoever.
2. The RECIPIENT shall not transfer the MATERIAL to any third party or user.
3. The RECIPIENT shall not use the MATERIAL or extract thereof or modify any component of the MATERIAL for the production of products for sale without first negotiating and executing a licensing agreement with ACADEMIA SINICA. RECIPIENT further recognizes that ACADEMIA SINICA is under no obligation to grant such a license.
4. This Agreement does not restrict ACADEMIA SINICA from distributing the MATERIAL to other commercial or noncommercial entities.
5. In oral presentations of research results arising from use of the MATERIAL, the RECIPIENT shall refer to the **Taiwan Rice Insertional Mutant (TRIM) Library-ACADEMIA SINICA** as provider of the MATERIAL.
6. In publications arising from use of the delivered MATERIAL, the RECIPIENT shall acknowledge the original developers (Drs. Su-May Yu, Yue-Ie Hsing, Chyr-Guan Chen and Ming-Jen Fan) **and the Taiwan Rice Insertional Mutant (TRIM) Library-ACADEMIA SINICA as the source of the mutant lines.** A copy of any published paper should be sent to Dr. Su-May Yu.
7. If any invention or application is generated, related to or derived from the MATERIAL, the RECIPIENT shall inform Dr. Su-May Yu in confidence at least 30 days prior to application for a patent or submission for publications (including but not limited to, manuscripts, abstracts, communications with a journal editor, and presentations in meetings or seminars). The right and title to such an invention or application shall rest jointly between ACADEMIA SINICA and the RECIPIENT Institution. Shares of ownership shall be based upon a fair evaluation of the respective financial and intellectual contributions of the RECIPIENT and ACADEMIA SINICA to the patented invention or application.
8. Under the agreement, ACADEMIA SINICA delegates **Asia University** to manage the storage, handling and mailing of the MATERIAL. RECIPIENT will be charged a non-refundable fee of US\$_____ to Asia University for the MATERIAL administration costs.

9. The MATERIAL should be handled and used at a level of biohazard containment approved by your institution with all appropriate precautions, and in compliance with all applicable laws, regulations including without limitation current United State National Institutes of Health guidelines or regulations pertaining to research with recombinant DNA rules, ordinances and the like.
10. In case the RECIPIENT violates any of the provisions stipulated in this agreement, ACADEMIA SINICA may request the RECIPIENT to cease its use of the MATERIAL and shall have the full discretion to reject subsequent transactions.

In witness whereof, RECIPIENT and ACADEMIA SINICA have executed this Agreement in **three originals** by its duly authorized officer or representative.

ACADEMIA SINICA :

Project leader/signature: Dr. Su-May Yu

Title: Research Fellow / Professor

Address: Institute of Molecular Biology, ACADEMIA SINICA
Nankang, Taipei 115, Taiwan, R.O.C

Telephone: +886-2-2788-2695 e-mail: sumay@imb.sinica.edu.tw

RECIPIENT :

Organization: _____

Representative/signature: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Witness/signature: Dr. Shu-Mei Liang

Title: Director

Address: Office of Public Affairs (Technology Transfer), ACADEMIA SINICA

Telephone: +886-2-2789-9383 ext 101

REQUEST FORM

Attn: Dr. Ming-Jen Fan
Director
Department of Biotechnology
ASIA UNIVERSITY

I would like to request the biological material(s) indicated below from TRIM Library-ACADEMIA SINICA, following the terms and conditions provided in the "MATERIAL TRANSFER AGREEMENT"

Area of research:

Requested material(s):

Full name of recipient:

Position:

Organization:

Address:

Tel:

FAX:

e-Mail:

Signature:

Date:

Please mail this request with **three completed original copies** of the **MATERIAL TRANSFER AGREEMENT** to:

Dr. Ming-Jen Fan
Director
Department of Biotechnology
ASIA UNIVERSITY

Address: 500, Lioufeng Rd., Wufeng Shiang,
Taichung 413, Taiwan, R.O.C.
Tel: +886-4-23323456 ext 6350
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e-Mail: mjfan@asia.edu.tw