



Sub-Licensing Agreement for the Use of RIKEN cDNA Clones

To K.K. DNAFORM, the Sublicensor, for the right to the use certain RIKEN human, and honeybee cDNA Clones (hereafter individually or jointly “RIKEN Clones”) and the related information thereof possessed by The Institute of Physical and Chemical Research (RIKEN).

We, the party ordering the clones (hereinafter “Sub-licensee”), hereby acknowledge that the RIKEN cDNA clones and related information thereof are constructed based on patents (including pending applications) possessed jointly by The Institute of Physical and Chemical Research (RIKEN) (hereinafter the “RIKEN”) and K.K. DNAFORM (hereinafter “DNAFORM”). Sub-licensee hereby agrees further that the RIKEN Clones including but not limited to replicas or copies of original RIKEN Clones remain the property of RIKEN and DNAFORM, even after we have sublicensed the right to use of the same from you.

We further covenant that:

For the receipt of RIKEN Clones from you under this sub-licensing agreement, we will comply with all governmental regulations and guidelines on the use of recombinant materials in the country where our experiments will be conducted. We will not provide the original RIKEN Clones or any copy or replica thereof to any third party. We will not use or otherwise cause the use of any part or in whole RIKEN Clones in any commercial activities.

When we publish a paper or otherwise make public the results of our research work using the RIKEN Clones sub-licensed to us, we shall clearly state in writing in such papers, or otherwise that the work was done using the RIKEN Clones, the use of which has been licensed from The Institute of Physical and Chemical Research (RIKEN).

The license to us for the use of the RIKEN Clones has been made on our request and therefore we hereby waive any rights to claim damages resulting from, or in connection with, the use of the RIKEN Clones, on any theory of liability, whether in contract, tort (including negligence), breach of warranty or otherwise.

We agree that the RIKEN Clones shall be delivered to us solely for our internal laboratory research purposes only and that those RIKEN Clones must not be used for any diagnostics, therapeutics or military purposes of any kind.

We agree that this sub-licensing agreement does not grant or imply to grant to us the patent rights (including those pending) with regard to the construction of full-length cDNA libraries owned or applied for jointly or independently by RIKEN and/or K.K. DNAFORM in various countries including but not limited to Japan, Europe and USA.

We understand that some RIKEN clones are distributed under licenses from third parties granted to DNAFORM.

The party requesting sub-licensing rights (Sublicensee):	
Name of institution:	Name of researcher:
Address:	
Tel:	Fax:
e-mail:	URL:
Representative officer:	Researcher:
(AUTHORIZED SIGNATURE)	(SIGNATURE)
Printed Name:	Printed Name:
Date of signature:	Date of signature: