

ALV社 細胞製品 使用目的確認書

この度は弊社取り扱いのALIVE Laboratories社 の細胞製品にご興味をいただきありがとうございます。

本製品は、購入前に” Material Transfer Agreement (MTA) ” の内容に、ご了解をいただく必要があります。

つきましては、別紙の内容をご確認いただき必要事項をご記入の上、弊社取り扱い代理店へご注文いただく際に一緒にお送りくださいますようお願いいたします。

確認書を弊社が受領した後にメーカーへ製品の発注を致しますのでご了承ください。

個人情報の取り扱いについて

お客様の個人情報は、適切な管理を行います。また、漏洩、損失、毀損の防止のために最大限の注意を払います。

情報使用の範囲は下記のとおりです。

- 製品やサービスの内容を、より充実したものにするため
- その他必要に応じてお客様にご連絡をするため

お客様の個人情報は、第三者（業務提携先および下記の例外を除く）に開示、提供、販売、共有することはありません。尚、業務委託先と弊社との間では、個人情報取り扱いに関する秘密保持契約を締結しています。

但し業務提携先以外にも、以下の場合に限り、必要な範囲において情報を提供する場合があります。

- お客様のご同意がある場合
- 法令等にもとづき要請された場合
- 人の生命・身体または財産の保護のために必要であって、緊急の場合。

尚、個人を識別できる情報以外により、期せずして本人が特定できてしまった場合は、個人情報の第三者への提供にはあたらないものとします。



人と科学のステキな未来へ

コスモ・バイオ株式会社

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ALIVE, LLC.

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Fax: +1-505-358-8585

Material Transfer Agreement

COSMO BIO CO., LTD. located at Toyo Ekimae Bldg. 2-20, Toyo-2-Chome, Koto-Ku, Tokyo, 135-0016, Japan ("COSMO") agrees to provide _____
_____ ("Company") with ALIVE Material(s) for use under the following conditions.

Terms and Conditions

Definitions

"ALIVE Material(s)" means materials acquired from ALIVE Laboratories, LLC, located at 2425 Ridgecrest Dr SE, Albuquerque, New Mexico, 87108, USA ("ALIVE") through COSMO as indicated on this Agreement.

"Biological Material(s)" means ALIVE Materials, Progeny, Unmodified Derivatives and Modifications, either individually or jointly.

"Commercial Use" means the sale, license, lease, export, transfer or other distribution of the Biological Materials to a third party for financial gain or any other commercial purposes and/or the use of the Biological Material including but not limited to: (a) providing a service to a third party for financial gain; (b) producing or manufacturing products for general sale or products for use in the manufacture of products ultimately intended for general sale, (c) in connection with ADME (Absorption, Distribution, Metabolism and Excretion) testing; (d) for research conducted under an agreement wherein a for-profit entity receives a right whether actual or contingent to the results of the research. Commercial Use specifically does not include Industry Sponsored Academic Research.

"Contributor(s)" means an organization(s) and/or individual(s) providing original material to ALIVE.

"Industry Sponsored Academic Research" means research sponsored by a for-profit carried out at a non-profit organization and by the non-profit organization's employees.

"Investigator" means the COMPANY's principal scientist or researcher using the Biological Material(s).

"Modification(s)" mean substances created by COMPANY which contain and/or incorporate a significant or substantial portion of ALIVE Material.

"Progeny" means an unmodified descendant from the ALIVE Materials, such as virus from virus, cell from cell, or organism from organism.

"Unmodified Derivative(s)" mean substances created by COMPANY that constitute an unmodified functional sub-unit or product not changed in form or character and expressed by the ALIVE Material provided by COSMO. Unmodified Derivatives include, but are not limited to:

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subclones of unmodified cell lines, purified or fractionated subsets of materials provided by COSMO, or proteins expressed by DNA/RNA supplied by COSMO.

Scope of Use

Subject to the terms of this MTA, COMPANY's investigator may make and use the Biological Materials provided to COMPANY by COSMO for research purposes in COMPANY's Investigator's laboratory only. The Biological Materials are not intended for use in humans. COMPANY agrees that Biological Materials may be pathogenic under certain conditions. COMPANY assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and COMPANY's use of the Biological Materials including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk. COMPANY agrees that any activity undertaken with the Biological Materials will be conducted in compliance with all applicable guidelines, laws and regulations, and that COMPANY will obtain all permits, licenses or other approvals required by any governmental authority in connection with receipt, handling, storage, disposal, transfer and use of the biological materials.

COMPANY shall not distribute, sell, lend or otherwise transfer to a third party the Biological Material, as defined above, for any reason, without ALIVE's prior written agreement through COSMO.

Any Commercial Use of the Biological Material is strictly prohibited without ALIVE's prior written consent through COSMO. COMPANY acknowledges and agrees that COMPANY's use of certain Biological Material may require a license from a third party, or be subject to third party restrictions ("Third Party Terms"). ALIVE will identify any Biological Material that is subject to such Third Party Terms, and ALIVE shall make such Third Party Terms reasonably available for review by COMPANY upon request. COMPANY expressly acknowledges that if there is a conflict between this MTA and the Third Party Terms, the Third Party Terms shall govern.

The use permitted under this Agreement for Industry Sponsored Academic Research extends only to the academic research carried out at the non-profit organization and the non-profit organization's employees. If COMPANY uses the Biological Materials in connection with Industry Sponsored Academic Research, COMPANY agrees to notify the industrial sponsor that

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any use of the Biological Materials by the industry sponsor will require a separate license from ALIVE and/or its Contributors and that ALIVE and/or its Contributors are under no obligation hereunder to license any Biological Materials to any such industry-sponsor.

Limitation of Liability

In no event will ALIVE or its Contributors be liable for any indirect, special, incidental or consequential damages of any kind in connection with or arising out of the MTA or Biological Materials (whether in contract, tort, negligence, strict liability, statute or otherwise).

Intellectual Property; Identification

As between the parties, ALIVE and/or its Contributors shall retain ownership of all right, title and interest in the ALIVE Materials, Progeny, Unmodified Derivatives and ALIVE Materials contained or incorporated in Modifications. COMPANY retains ownership of: (a) Modifications (except that, as between the parties, ALIVE retains ownership rights to ALIVE Material included therein) and (b) those substances created through the use of ALIVE Material, but which do not contain ALIVE Material. Notwithstanding the foregoing, COMPANY acknowledges and agrees that the Biological Materials are subject to the restrictions noted in the "Scope of Use" section above. COMPANY agrees to acknowledge ALIVE and any Contributor indicated by ALIVE as the source of the Biological Material in all research, academic or scholarly publications and in patent applications that reference the Biological Material. If required by the Contributor of the ALIVE Material, ALIVE may inform the Contributor of COMPANY's identity. COMPANY explicitly acknowledges that ALIVE retains all right, title and interest in the ALIVE trademarks, trade-names, logos, ALIVE catalog numbers and ALIVE specific designations of ALIVE Materials sold by ALIVE. COMPANY expressly agrees not to use the ALIVE trademarks, trade-names, logos, ALIVE catalog numbers or ALIVE specific designations of ALIVE Materials sold by ALIVE in any way without ALIVE's prior written agreement through COSMO.

Miscellaneous

Any disputes arising under this Agreement shall be subject to arbitration. This Agreement shall be governed and interpreted according to the laws of Japan.

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COMPANY agrees that any breach of this contract, including but not limited to any breach of the scope of use provisions of this contract, will entitle ALIVE to immediately cease without notice to COMPANY further shipments of Biological Materials and shall create such irreparable injury as to entitle ALIVE to temporary restraining orders and other preliminary or permanent injunctive relief in addition to all other equitable and legal remedies that may be afforded under US or foreign laws.

COMPANY may not assign or otherwise transfer this MTA or any rights or obligations under this MTA, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect. This MTA, including all documents incorporated herein by reference, constitutes the entire agreement between COSMO and COMPANY with respect to the Biological Material and supersedes all previous agreements or representations (whether written or oral) between ALIVE and COMPANY relating to the same subject matter. This MTA may not be modified, waived or terminated except in writing and signed by the parties hereto. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the parties. If any provision of this MTA is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect. None of the provisions of this MTA are intended to create, nor shall be deemed or construed to create, any relationship between ALIVE or COMPANY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

By signing below, the duly authorized representative of each party acknowledge that they have read and understood and agree to the terms and conditions set forth in this Material Transfer Agreement, as evidenced by their signatures below.

Company

Signature: _____

Date: _____

Printed Name: _____

Job Title: _____