

ご注文に際しては、下記内容をご確認いただきまして下線ご署名の上、

Materials Transfer Agreement シート2頁を

注文書とともに取扱代理店にご提出ください。

Instructions for Completing Your Materials Transfer Agreement



1. This Materials Transfer Agreement (MTA) must be fully executed and faxed to Microbix before we can ship adenoviral vectors or 293 cells. The easiest method is to fax this to us with your purchase order.
2. The agreement must be signed by the following:

Recipient: The end user of the vectors and/or cells.

Institution: This is someone authorized to enter into this agreement on behalf of the Recipient's Institution. This varies depending on the Institution; if you are unsure, this individual can usually be located through your Office of Technology Transfer, or through your department head.

3. One fully executed copy of the agreement will be returned to you with shipment of your vectors/cells.
4. If you or your principal investigator has an MTA for adeno vectors/293 in place from a previous order, you do not need to execute a new agreement. Please clearly state the Recipient's name on your purchase order and we will update your MTA to include additional products.
5. This MTA is provided for **non-commercial institutions** only. If you would like a commercial license, please contact Microbix and we will provide you with our standard terms.

Additional Instructions for Recipients of AdMax Kit D: To order this kit, your institution must have a license for use of Cre/lox technology from DuPont Pharmaceuticals. If you would like to order this kit, please contact Customer Service to request a Cre/lox "**Vector Transfer Agreement, Attachment B**"; this document needs to be completed along with the standard MTA.

If you have any questions about this agreement please contact:

Customer Service
Microbix Biosystems Inc.
341 Bering Avenue
Toronto, Ontario,
Canada M8Z 3A8

Materials Transfer Agreement (記入方法) (hereinafter "Agreement")

Between: AdVec Inc.
Hamilton, Ontario, Canada
(hereinafter "AdVec")

And: Recipient Institution (hereinafter "Institution"):

Name and Address of Institution:

施設の名前

施設の住所

In consideration of the fee specified in the current price list, Microbix Biosystems Inc. (hereinafter "Microbix") will provide to Dr. ご使用者名 (hereinafter "Recipient") of the Institution a sample of ご購入いただく商品の品番と品名 (hereinafter "Material"). Microbix produces and distributes the Material as an authorized agent of AdVec, the originator of the Material, and is authorized to administer all research and commercial licenses relating to the Material.

The parties agree that:

1. The Material will be used by the Recipient for non-commercial research only. AdVec retains the rights to all commercial applications of the Material and to any additional copies of the Material made by the Recipient.
2. The Material will be used only by the Recipient and individuals working under the Recipient's supervision at the Institution. The Recipient will ensure that the Material is not transferred, released or distributed to third parties.
3. Distribution of any derivatives of the Material made by the Recipient is limited to the Recipient's direct scientific collaborators. Use of such derivatives by the Recipient or collaborators will be restricted to non-commercial research. The Recipient will ensure that any collaborators adhere to the applicable provisions of this Agreement.

Materials Transfer Agreement つづき (記入方法)

4. The Recipient and Institution shall ensure that the Material and its progeny and derivatives are used in compliance with all applicable laws, regulations and safety guidelines.

5. The Recipient and Institution shall indemnify and hold blameless Microbix and AdVec and their employees and agents from and against any claims, injury, loss or damage which might arise as a result of the use of the Material, progeny and derivatives in connection with this Agreement.

6. No other right or licence is granted or implied herewith.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of Canada and the Province of Ontario.

In witness thereof the parties have caused this agreement to be executed by their duly authorized representatives.

Microbix Biosystems Inc.

_____ 記入不要 _____

(Signature)

William J. Gastle
President and Chief
Executive Officer

Date: _____ 記入不要 _____

Institution

_____ 施設のご責任者のサイン _____

(Signature: サインを直筆ください)

Name: _____ お名前(活字可能) _____

Title: _____ 肩書き(Dr., Prof. など) _____

Date: _____ 日付 _____

Recipient

_____ ご使用者のサイン _____

(Signature: サインを直筆ください)

Name: _____ お名前(活字可能) _____

Title: _____ 肩書き(Dr., Prof. など) _____

Date: _____ 日付 _____

Microbix Biosystems, Inc.
341 Bering Avenue
Toronto, Ontario
M8Z 3A8 CANADA

P.O.#: _____ 記入不要 _____ (by Cosmo Bio)
(受領後にコスモバイオで入力します)

本シートを含む2枚をご提出下さい (1/2 ページ)

Materials Transfer Agreement

(hereinafter "Agreement")

Between: AdVec Inc.
Hamilton, Ontario, Canada
(hereinafter "AdVec")

And: Recipient Institution (hereinafter "Institution"):

Name and Address of Institution:

In consideration of the fee specified in the current price list, Microbix Biosystems Inc. (hereinafter "Microbix") will provide to Dr _____ (hereinafter "Recipient") of the Institution a sample of _____ (hereinafter "Material"). Microbix produces and distributes the Material as an authorized agent of AdVec, the originator of the Material, and is authorized to administer all research and commercial licenses relating to the Material.

The parties agree that:

1. The Material will be used by the Recipient for non-commercial research only. AdVec retains the rights to all commercial applications of the Material and to any additional copies of the Material made by the Recipient.
2. The Material will be used only by the Recipient and individuals working under the Recipient's supervision at the Institution. The Recipient will ensure that the Material is not transferred, released or distributed to third parties.
4. Distribution of any derivatives of the Material made by the Recipient is limited to the Recipient's direct scientific collaborators. Use of such derivatives by the Recipient or collaborators will be restricted to non-commercial research. The Recipient will ensure that any collaborators adhere to the applicable provisions of this Agreement.

本シートを含む2枚をご提出下さい (2/2 ページ)

Materials Transfer Agreement つづき

4. The Recipient and Institution shall ensure that the Material and its progeny and derivatives are used in compliance with all applicable laws, regulations and safety guidelines.
5. The Recipient and Institution shall indemnify and hold blameless Microbix and AdVec and their employees and agents from and against any claims, injury, loss or damage which might arise as a result of the use of the Material, progeny and derivatives in connection with this Agreement.
6. No other right or licence is granted or implied herewith.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of Canada and the Province of Ontario.

In witness thereof the parties have caused this agreement to be executed by their duly authorized representatives.

Microbix Biosystems Inc.

Institution

(Signature)
William J. Gastle
President and Chief
Executive Officer

(Signature:サインを直筆ください)
Name: _____
Title: _____

Date: _____

Date: _____

Recipient

(Signature:サインを直筆ください)
Name: _____
Title: _____
Date: _____

Microbix Biosystems, Inc.
341 Bering Avenue
Toronto, Ontario
M8Z 3A8 CANADA

P.O.# : _____ (by Cosmo Bio)
(受領後にコスモバイオで入力します)