コスモ・バイオ株式会社

お客様各位

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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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URL : http://www.cosmobio.co.jp/
● 営業部（お問い合わせ）
TEL : (03) 5632-9610　FAX : (03) 5632-9619
TEL : (03) 5632-9620

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202509

□部分にそれぞれの項目をご記入ください。

Implementing Letter（研究成果有体物提供契約書）

The purpose of this letter is to provide a record of the material transfer, to memorialize the agreement between Recipient (identified below and Cosmo Bio Co., Ltd., having its administrative offices at Toyo-Ekimae Bldg., 2-20, Toyo 2-chome, Koto-ku, Tokyo 135-0016, Japan (**"Provider"**)to abide by all terms and conditions of the Material Transfer Agreement (**"Agreement"**) attached as Appendix A.

Provider is an authorized agent for Tokai National Higher Education and Research System, a National University Corporation having its administrative offices at 1, Furo-cho, Chikusa-ku, Nagoya, Aichi, 464-8601 Japan (**"THERS"**) and has the right to enter into the Agreement on behalf of THERS.

The Original Materials (identified below) has been deposited by THERS and is made available through Provider to Recipient.

1. Recipient:
   (1) Organization: 所属機関をご記入ください。（Ex. ○○大学、○○株式会社など）
   (2) Address: 所属機関の所在地をご記入ください。

2. Original Materials:
   (1) Cat. No.: KA-050Y / KA-050O / KA-050R / KA-050Y-PL / KA-050O-PL / KA-050R-PL
   (2) Name of the Original Materials: Kakshine Yellow / Kakshine Orange / Kakshine Red
   (3) Purpose of Use: 使用目的をご記入ください。
   (4) THERS reference number：C20230370

3. Appendix A: Material Transfer Agreement

Upon execution of this Implementing Letter, Recipient agrees to be legally bound by the terms and conditions of the Agreement.

Agreed and accepted:

※責任者様と使用者様が同じ場合は、
same as on the left(同左)とご記入ください。

Recipient Authorized Official		Recipient Scientist	
Name:	責任者様のお名前をご記入ください。	Name:	使用者様のお名前をご記入ください。
Title:	役職をご記入ください。	Title:	役職をご記入ください。
Address:	ご住所をご記入ください。	Address:	ご住所をご記入ください。
Signature:	ご署名ください。	Signature:	ご署名ください。
Date:	記載日をご記入ください。	Date:	記載日をご記入ください。

Article 4 Intellectual Properties of Materials

1. THERS retains ownership of the Materials including any Materials contained or incorporated in the Modifications.
2. Recipient retains ownership of: (i) Modifications (except that Provider retains ownership rights to the Materials contained or incorporated therein), and (ii) those substances created through the Purpose of Use (except that Provider retains ownership rights to the Materials included therein.).
3. All intellectual property rights such as industrial property rights with regard to the Materials shall be retained by THERS, and except as otherwise expressly provided for in this Agreement, nothing in this Agreement shall be construed as transferring, or granting licenses to use, such rights in the Materials.

Article 5 Recipient's Obligations

1. Recipient shall use the Materials for the Purpose of Use specified in Article 2 (3) in the Implementing Letter and not for any other purpose.
2. The Materials shall not be used in human subjects, in clinical trials, for diagnostic purposes involving human subjects or for human consumption without the written consent of THERS.
3. Recipient shall use the Materials in compliance with all applicable laws, ordinances and regulations, including without limitation, all current governmental regulatory requirements concerning good laboratory practices.
4. Recipient shall obtain the prior written approval of THERS if it desires to alter, modify or otherwise change the condition of the Materials from their state at the date of transfer, by crossbreeding, remodeling or such like to establish the Modifications; provided that, no such prior approval is required if the changes to be made to the Materials are clearly apparent from the Purpose of Use specified in Article 2 (3) in the Implementing Letter.
5. Recipient shall not lease, assign or transfer all or part of the Materials and Modifications to a third party or anyone else within Recipient organization without the prior written consent of THERS.
6. The Materials may be used only by Recipient Scientist and by employees of Recipient working under the immediate control and supervision of Recipient Scientist in the Place of Use designated below.

Place of Use: Recipient Scientist Research Group located at _____ _of _____使用場所をご記入ください。

7. Provider may conduct interviews to gather feedback on the usage experience of the Materials and the Recipient shall cooperate accordingly.
8. When the use of the Materials is finished in accordance with the Purpose of Use specified in Article 2 (3) in the Implementing Letter, Recipient shall dispose of the Materials at its own expense and responsibility, in a manner that gives due consideration to the maintenance of confidentiality and security.
9. When Recipient publishes the results obtained from the use of the Materials in a research paper or other publication, Recipient must clearly state that it was provided by **TNHERS**'s researcher.

Article 6 Inventions

1. Recipient is free to file patent application(s) claiming inventions made by the Recipient through the use of the Materials.
2. If Recipient desires to use the Materials for Commercial Purposes, Recipient shall immediately provide written notice of such intentions to THERS via Provider, and Recipient and THERS shall negotiate in good faith the handling thereof, including without limitation, any financial or other consideration for such use.

Implementing Letter（研究成果有体物提供契約書）

The purpose of this letter is to provide a record of the material transfer, to memorialize the agreement between Recipient (identified below and Cosmo Bio Co., Ltd., having its administrative offices at Toyo-Ekimae Bldg., 2-20, Toyo 2-chome, Koto-ku, Tokyo 135-0016, Japan (**"Provider"**) to abide by all terms and conditions of the Material Transfer Agreement (**"Agreement"**) attached as Appendix A.

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The Original Materials (identified below) has been deposited by THERS and is made available through Provider to Recipient.

1. Recipient:
   (1)Organization:
   (2)Address:

2. Original Materials:
   (1)Cat. No.: KA-050Y / KA-050O / KA-050R / KA-050Y-PL / KA-050O-PL / KA-050R-PL
   (2)Name of the Original Materials: Kakshine Yellow / Kakshine Orange / Kakshine Red
   (3)Purpose of Use:
   (4)THERS reference number：C20230370

3. Appendix A: Material Transfer Agreement
   Upon execution of this Implementing Letter, Recipient agrees to be legally bound by the terms and conditions of the Agreement.

Agreed and accepted:

Recipient Authorized Official	Recipient Scientist
Name:	Name:
Title:	Title:
Address:	Address:
Signature: _____	Signature: _____
Date:	Date:
_____	_____

Appendix A

MATERIAL TRANSFER AGREEMENT

Article 1 Definitions

1. **Provider**: Organization providing the Originals Materials. The name and address of this party will be specified in an implementing letter.
2. **Recipient**: Organization receiving the Originals Materials. The name and address of this party will be specified in an implementing letter.
3. **THERS**: Organization depositing the Original Materials with Provider. The name and address of this party will be specified in an implementing letter.
4. **Party(ies)**: Provider and Recipient are referred to individually as a "Party" or collectively as the "Parties".
5. **Original Materials**: The materials being transferred under this Agreement described in Article 2.
6. **Materials**: Original Materials, Progeny and Unmodified Derivatives. For clarity, (i) any materials (including without limitation zygotes, embryos, cells, tissues, fluids, genetic material and proteins, and parts or fragments of any of the foregoing) derived, produced or recovered in whatever manner from the Materials and (ii) any materials that could not have been created or derived but for the use of the Materials such as antibodies are referred to herein as the Materials as well.
7. **Progeny**: Unmodified descendants from the Materials, including but not limited to, virus from virus, cell from cell, or organism from organism.
8. **Unmodified Derivatives**: Substances created by Recipient which constitute an unmodified functional subunit or product expressed by the Original Materials/Progeny. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by THERS, or monoclonal antibodies secreted by a hybridoma cell line.
9. **Modifications**: Substances created by Recipient which contain/incorporate the Materials. Some examples include: any materials resulting from genetic mutation or genome editing of the Materials, cross-bred progenies of the Materials with a transgenic mouse line of Recipient, or a Material transplanted with tissues from other materials.
10. **Invention**: Any inventions or discoveries, whether patentable or not, conceived or made by Recipient that arises from the use of the Materials or Modifications.
11. **Commercial Purposes**: The sale, lease, license, or other transfer of the Materials or Modifications to a for-profit organization. Industrially sponsored academic research shall not be considered a use of the Materials or Modifications for Commercial Purposes.

Article 2 Original Materials

Provider hereby provides to Recipient the Original Materials specified in an Implementing Letter only for the purposes of non-commercial research.

Article 3 Provision of Original Materials

Provider shall be responsible for making shipping arrangement for the Original Materials to Recipient from Provider.

Article 4 Intellectual Properties of Materials

1.THERS retains ownership of the Materials including any Materials contained or incorporated in the Modifications.

2.Recipient retains ownership of: (i) Modifications (except that Provider retains ownership rights to the Materials contained or incorporated therein), and (ii) those substances created through the Purpose of Use (except that Provider retains ownership rights to the Materials included therein.).

3.All intellectual property rights such as industrial property rights with regard to the Materials shall be retained by THERS, and except as otherwise expressly provided for in this Agreement, nothing in this Agreement shall be construed as transferring, or granting licenses to use, such rights in the Materials.

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3.Recipient shall use the Materials in compliance with all applicable laws, ordinances and regulations, including without limitation, all current governmental regulatory requirements concerning good laboratory practices.

4.Recipient shall obtain the prior written approval of THERS if it desires to alter, modify or otherwise change the condition of the Materials from their state at the date of transfer, by crossbreeding, remodeling or such like to establish the Modifications; provided that, no such prior approval is required if the changes to be made to the Materials are clearly apparent from the Purpose of Use specified in Article 2 (3) in the Implementing Letter.

5.Recipient shall not lease, assign or transfer all or part of the Materials and Modifications to a third party or anyone else within Recipient organization without the prior written consent of THERS.

6.The Materials may be used only by Recipient Scientist and by employees of Recipient working under the immediate control and supervision of Recipient Scientist in the Place of Use designated below.

Place of Use: Recipient Scientist Research Group located at _____of _____

7.Provider may conduct interviews to gather feedback on the usage experience of the Materials and the Recipient shall cooperate accordingly.

8.When the use of the Materials is finished in accordance with the Purpose of Use specified in Article 2 (3) in the Implementing Letter, Recipient shall dispose of the Materials at its own expense and responsibility, in a manner that gives due consideration to the maintenance of confidentiality and security.

9.When Recipient publishes the results obtained from the use of the Materials in a research paper or other publication, Recipient must clearly state that it was provided by **TNHERS**'s researcher.

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1. Recipient is free to file patent application(s) claiming inventions made by the Recipient through the use of the Materials.

2. If Recipient desires to use the Materials for Commercial Purposes, Recipient shall immediately provide written notice of such intentions to THERS via Provider, and Recipient and THERS shall negotiate in good faith the handling thereof, including without limitation, any financial or other consideration for such use.

Article 7 Confidentiality

1. "Confidential Information" means any information and/or data (i) disclosed to receiving Party("Receiving Party") by disclosing Party ("Disclosing Party"), either directly or indirectly in writing (documents or any kind of media), through e-mail or any network communication, or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment) which is designated as "Confidential", "Proprietary" or some similar designation on the information or data itself or the associated documents to such information or data, or (ii) disclosed orally, but identified as confidential at the time of disclosure and confirmed within twenty (20) days by a written summary sufficient for identification. Receiving Party agrees that it shall not disclose Disclosing Party's Confidential Information to any third party without written consent of the Disclosing Party.

Confidential Information does not include any information which:

(i) at the time of disclosure is in the public domain or after disclosure hereunder becomes available to the public domain, except through breach of this Agreement by the Receiving Party;

(ii) becomes available to the Receiving Party from a third party which is not legally prohibited from disclosing such information;

(iii) the Receiving Party can demonstrate by its written records was in the Receiving Party's possession prior to the time of disclosure;

(iv) the Receiving Party can demonstrate by its written records was developed by or for the Receiving Party independently of the disclosure of such information by the Disclosing Party;

(v) the Disclosing Party agrees in writing is excluded from the Confidential Information.

2. The obligation of confidentiality with respect to Confidential Information shall continue for the term of three (3) years from termination or expiration of this Agreement.

Article 8 No Warranty, Disclaimer by Provider and THERS

ANY ORIGINAL MATERIALS DELIVERED PURSUANT TO THIS AGREEMENT ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE, ARE SUPPLIED "AS IS" AND MAY HAVE HAZARDOUS PROPERTIES AND PROVIDER AND THERS MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. RECIPIENT ASSUMES ALL LIABILITY FOR CLAIMS FOR DAMAGES MADE BY RECIPIENT OR MADE AGAINST RECIPIENT BY THIRD PARTIES WHICH MAY ARISE FROM THE USE, MAINTENANCE, STORAGE, HANDLING OR DISPOSAL OF THE MATERIALS BY RECIPIENT.

Article 9 Term

The term of this Agreement shall commence on the last date of signature of an Implementing Letter and will terminate upon completion of the research with the Materials.

Article 10 Termination

Either Party may terminate this Agreement if the other Part fails to perform its obligations under this Agreementpon

written notice giving a reasonable period to rectify such nonperformance.

Article 11 Survival

Article 6, 8, 11 and 14 shall survive any termination of this Agreement, as well as any rights or cause of action accruing to a Party based upon acts or missions occurring prior to termination.

Article 12 Assignment

Recipient may not assign its rights or obligations under this Agreement without the prior written consent of Provider and THERS.

Article 13 Consultation

Any matters not provided for in this Agreement or any doubt arising with respect to the interpretation of any provisions of this Agreement shall be resolved upon consultation in good faith between the Parties.

Article 14 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan. Any disputes arising out of this Agreement shall be submitted to the exclusive jurisdiction of the Nagoya District Court as a court of first instance.