

## CLI社 HaCat (Human Skin keratinocyte : #300493) 使用目的確認書

この度は弊社取り扱いのCell Lines Service 社のHaCat (Human Skin keratinocyte : #300493) 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英文で 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。

\*HaCat (#300493) は、ドイツ連邦共和国ガン研究センターの指針に基づき、教育・科学研究目的の場合のみ供給しております。

したがって、例えば企業様へのご提供はできかねますのでご了承下さい。

### 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つて、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

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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

Cell Lines Service

Hildastrasse 21  
69214 Eppelheim  
Germany  
Fon: +49 (0)6221-700799  
Fax: +49 (0)6221-700717

# 見 本

以下全て英文でご記入ください。

## Material Transfer Agreement

for transfer of biological material  
to non-profit organizations only

Deutsches Krebsforschungszentrum, Stiftung des öffentlichen Rechts (German Cancer Research Center) located at Im Neuenheimer Feld 280, D-69120 Heidelberg, Germany ("DKFZ") agrees to provide

Organization:            Name:

Address:            Street:

研究機関の  
住所をご記入  
ください。

Zip code:

City:

Country:

**hereafter referred to as RECIPIENT**

with certain MATERIAL for use in the laboratory of

Name:

Email:

**hereafter referred to as RECIPIENT SCIENTIST**

for the purpose of conducting scientific work under the following conditions:

I.

Definitions:

1. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
2. PROGENY: Unmodified descendant from the ORIGINAL MATERIAL, such as virus from virus, cell from cell, or organism from organism.
3. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL.
4. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

5. **COMMERCIAL PURPOSES:** The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. **COMMERCIAL PURPOSES** shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for **COMMERCIAL PURPOSES** per se, unless any of the above conditions of this definition are met.

II.

The ORIGINAL MATERIAL created by Profs. Dr. Petra Boukamp and Dr. Norbert Fusenig covered by this Agreement is:

**HaCaT cell lines**

Specified in Boukamp et al: "Normal keratinization in a spontaneously immortalized aneuploid human keratinocyte cell line." J. Cell Biol. 106:761-771 (1988).

In any publications using this cell line this reference has to be cited.

The MATERIAL listed above is considered proprietary to DKFZ.

III.

DKFZ and RECIPIENT agree that the MATERIAL:

- is to be used solely for teaching and academic research purposes;
- will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of DKFZ;

IV.

RECIPIENT shall not distribute or release the MATERIAL to any person other than laboratory personnel under RECIPIENT SCIENTIST's direct supervision and shall ensure that no one will be allowed to take or send this MATERIAL to any other location. DKFZ will control future distributions of the MATERIAL. At the written request of DKFZ, RECIPIENT will cease to use MATERIAL and will return (at DKFZ's option) all unused MATERIAL.

V.

DKFZ retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

RECIPIENT retains ownership of: (a) MODIFICATIONS (except that DKFZ retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not

contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either (a) or (b) results from the collaborative efforts of DKFZ and RECIPIENT, joint ownership may be negotiated.

VI.

RECIPIENT shall have the right to distribute substances created by RECIPIENT through the use of the ORIGINAL MATERIAL, only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.

Under a separate agreement at least as protective of DKFZ's rights as this Agreement, RECIPIENT may distribute MODIFICATIONS to non-profit organizations for research and teaching purposes only.

RECIPIENT agrees that nothing in this Agreement shall be deemed to grant neither any rights under any DKFZ patents nor any rights to use the MATERIAL nor any products or processes involving the MATERIAL for profit-making or commercial purposes. The MATERIAL will not be used in research that is subject to consulting or licensing obligations to another corporation, company, or business entity.

VII.

RECIPIENT shall periodically inform DKFZ of research results related to the MATERIAL and will provide DKFZ with a copy of any manuscripts describing the results of such research at the time the manuscript is submitted for publication. RECIPIENT shall mention DKFZ by name and the responsible researcher citing the following original publication:

Boukamp et al: "Normal keratinization in a spontaneously immortalized aneuploid human keratinocyte cell line." J. Cell Biol. 106:761-771 (1988)

VIII.

THE MATERIAL IS EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. DKFZ MAKES NO REPRESENTATION OR WARRANTY THAT THE MANUFACTURE, SALE, TRANSFER OR USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHT OF OTHERS.

IX.

RECIPIENT shall notify DKFZ promptly in writing of any invention, improvement, modification, discovery, or development (each, an "Invention") of MATERIAL or associated know how and data conceived or reduced to practice in the course of the RECIPIENT's research with MATERIAL or associated know how and data. In the patent applications DKFZ resp. DKFZ employees shall be mentioned as co-inventors according to their contribution to the invention, if appropriate under statutory provisions.

X.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

XI.

Should any provision of this agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically closest to the invalid provision. The same shall apply in the case of an omission. This wording contains the entire agreement between the parties; any changes of the agreement have to be made in writing.

For RECIPIENT:

RECIPIENT SCIENTIST

Name:

Signature: ..... 購入者署名 .....

Authorized Official of RECIPIENT

(Person authorized to bind RECIPIENT legally by his/her signature)

Name:

Position:

Signature: ..... 研究機関責任者署名 .....

購入されるお客様が研究機関の責任者ご本人の場合も、お手数ですが両方にご記入・ご署名をお願いいたします。

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Name:

Position:

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