

## CLI 社 HeLa Kyoto 細胞株および NRK 細胞株

### Material Transfer Agreement (MTA)

(企業ユーザー様および企業ユーザー様と共同研究されているアカデミックユーザー様向け)

この度は、弊社取り扱いの CLS Cell Lines Service (CLI) 社 細胞製品にご興味をお持ちいただき、誠にありがとうございます。

細胞製品のご購入にあたって、“Material Transfer Agreement (MTA)”を締結していただく必要がございます。つきましては、MTA の内容をご確認いただき、必要事項をご記入、ご署名の上、PDF ファイルを弊社代理店へお渡しください。MTA 締結後に CLI 社へ発注いたしますので、予めご了承ください。

#### <個人情報の利用目的>

- ・製品やサービスの内容を、より充実したものにするため
- ・展示会、セミナーなどのイベントのご案内をお届けするため
- ・お客様から請求のあった資料などをお届けするため
- ・新しいサービスや製品などの情報をお知らせするため

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## Material Transfer Agreement

For Non-commercial Recipients Only. The use of the Material is strictly restricted to public funded non-profit research institutions for inhouse academic research purposes. Any commercial use including but not limited to fee-for-service, collaboration or consulting activities is strictly forbidden.

This Material Transfer Agreement ("MTA") concluded by and between Cell Lines Service GmbH with offices at Dr. Eckener-Strasse 8, 69214 Eppelheim, Germany

- hereinafter referred to as "CLS" -

acting as a Distributor for Materials generated by the European Molecular Biology Laboratory ("EMBL"), Meyerhofstrasse 1, 69117 Heidelberg  
and

Name and address of institute

- hereinafter named "Recipient" -

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If you are not the intended recipient, please return this document to EMBLEM Technology Transfer GmbH, Boxberggring 107, D-69126 Heidelberg, Germany.

## 1. Definitions

1.1 Upon request CLS shall provide to the Recipient "Original Material" described and quantified in Appendix 1, which constitutes an integral part of this Agreement.

1.2 "Progeny" is defined as unmodified descendant from the Original Material including, but not limited to, virus from virus, Bacterium from Bacterium, Cell from Cell, or organism from organism.

1.3 "Unmodified Derivatives" are substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material, e.g. sub-clones of unmodified Cell lines, purified or fractionated subsets of the Original Material, proteins, expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell-line.

1.4 "Modifications" are substances created by the Recipient which contain/incorporate the Material, e.g. crosses, breeding varieties, Cell fusions, sub-cloning etc.

1.5 The "Material" which, regarding the inherent intellectual property rights is and remains the exclusive property of EMBL, comprises the Original Material, any Progeny, Unmodified Derivatives, the Original Material contained in Modifications and proprietary information concerning the Original Material.

## 2. Use of the Material

2.1 The Recipient shall use the Material in compliance with all laws and regulations applicable to such Material in the Recipient's place and country, including guidelines for work with recombinant DNA. The Material being experimental in nature must not be used in humans or animals unless -where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

2.2 Nothing in this agreement shall be construed as granting any license under any intellectual property right vested into EMBL or any right to use the Material or any EMBL information other than herein expressly specified. The Material shall be used exclusively for the purposes described in Annex 1. It must not be released to any person other than the Recipient's Researcher/s named above and staff under their direct supervision who are bound by obligations not less strict than those set out herein. It shall be handled confidentially and forwarded to third parties only to the extent of EMBL's prior written approval.

The Recipient shall not use the Material or any substance that is replicated or derived thereof for any commercial or profit-generating purpose, or in the conduct of research that is subject to consulting, licensing or other similar legal or commercial obligations with other institutions, corporations or business entities, unless EMBL provides its prior written consent.

2.3 After conclusion of the studies according Annex 1 on the Material or at the expiry or termination of this MTA, whichever occurs first, the Recipient shall, at the discretion of the EMBL, either destroy or return to the EMBL the remaining Material and Modifications incorporating the Material. Upon request, the Recipient shall inform EMBL on the status of its research.

## 3. Publications / Intellectual Property

The Recipient shall have the right to publish its findings and results related to the Material, provided that the EMBL researcher/s are cited as the source of the Material with the reference provided in the corresponding Cell Line Description Form.

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#### 4. Intellectual Property

4.1 Where the research involving the Material or a Modification results in an invention or patentable Modification of the Material, the Recipient and its Researcher/s shall promptly disclose this development to the EMBL Recipient and EMBL shall decide in common about the inventorship, taking in due consideration the EMBL's contribution to the invention through its Material. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

4.2 At EMBL's request Recipient agrees to provide EMBL for its internal research use with reasonable quantities of published materials developed, made or discovered in the course of Recipient's research studies using the Material, always provided that Recipient may fulfill this obligation with reasonable effort. Such transfer shall be free of charge, but Recipient may charge an appropriate handling/shipping fee.

#### 5. Warranties and Liability

5.1 Any Material provided to this MTA is understood to be experimental in nature. It may have hazardous properties. EMBL and CLS make no representations and extends no warranties of, any kind, express or implied, as to the fitness of the Material for a particular purpose, or that the use of the Material will not infringe any patent, copyright, trademark, or other proprietary rights of a third party. The transfer of material under this agreement is made with the understanding that Recipient has obtained all necessary licenses from third parties.

5.2. Recipient assumes all and any liability for damages, which may arise from the use of the Material, its storage or disposal. The Recipient shall hold harmless EMBL and CLS and their researcher/s for any loss, claim or demand, which could be raised 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 caused by the gross negligence or willful misconduct of EMBL or CLS.

#### 6. Miscellaneous

6.1 The Original Material is provided cost-free; however, a handling fee is charged for its preparation and shipment to the Recipient. As applicable, both items are specified in an accompanying letter to this MTA.

6.2 This MTA shall be construed according to the laws of the Federal Republic of Germany, except its provision on conflicts of law (*Internationales Privatrecht*). Any dispute arising from the interpretation and/or implementation of this MTA, which cannot be settled amicably, shall be brought before a competent court of first instance in the city of Mannheim, Federal Republic of Germany.

6.3 This MTA shall enter into force on the date of the last signature to it. It expires after five years or after conclusion of the experiments according to Annex 1, without prior notice by any of the parties. The provisions concerning Publications, Intellectual Property and Liability shall survive the expiration or termination.

6.4 In the event the Material or part of it should be under physical control of the Recipient before this MTA is signed, the terms and provisions shall apply for this Material retroactively.

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6.5 All correspondence to CLS should be sent to:

Dr. Rosemarie Steubing  
CLS Cell Lines Service GmbH  
Dr. Eckener-Strasse 8  
69214 Eppelheim  
Germany

Location, dated

Eppelheim, dated

Address

CLS Cell Lines Service GmbH, Dr. Eckener-Strasse 8  
69214 Eppelheim, Germany

Name of Authorized Representative of Recipient

Name of Authorized Representative of CLS

Title

Title

\_\_\_\_\_  
Signature of Authorized Representative of Recipient

\_\_\_\_\_  
Signature of Authorized Representative of CLS

Location, dated

Name of Recipient Scientist

\_\_\_\_\_  
Signature of Recipient Scientist

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## Appendix 1

The Material:

Aims of the intended experiments:

The use of the Material is strictly restricted to public funded non-profit research institutions for inhouse academic research purposes. Any commercial use including but not limited to fee-for-service, collaboration or consulting activities is strictly forbidden.  
The "Material" will be used for...

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