



## お客様各位

コスモ・バイオ株式会社  
〒135-0016  
東京都江東区 2-2-20 東陽駅前ビル  
TEL:03-5632-9610  
FAX:03-5632-9619

### Applied Biological Materials(略号:APB)社 Material Transfer Agreement につきまして

この度は、弊社取り扱いのApplied Biological Materials (APB) 社製品にご興味をお持ちいただきまして、誠にありがとうございます。

ご購入前に本1ページ目と2ページ目以降の「使用目的確認書”Material Transfer Agreement (MTA)” (全3枚)を十分にお読みいただき、ご確認、ご了解のうえ必要事項及びMTAの右下の空いている箇所にチェック (✓) をご記入ください。なお、2ページ目 ABM Sales Order No. のご記入は不要です。ご注文に際しまして、本1ページ目も併せて弊社取扱い代理店様へご注文書と一緒にご提出いただき、弊社代理店サービスユニット (FAX:03-5632-9623) までお送りくださいますようお願いください。

弊社が確認書を受領後、メーカーへ製品の発注を致しますのでご了承ください。

その他ご不明の点がありましたら、弊社までお問い合わせください。

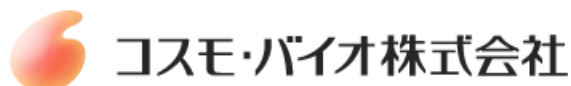
## お客様情報

氏名	
ご所属	
ご注文商品品番	
ご注文先代理店名	

#### <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

This Material Transfer Agreement ("MTA") is between the "Purchaser" [ \_\_\_\_\_ (End User's Name), \_\_\_\_\_ (Organization)], and Applied Biological Materials Inc, a for-profit organization ("abm"). This MTA is effective for a period of ten (10) years as of the last date of execution by the parties and governs the purchase and use of all **abm** Materials under the terms and conditions set forth below.

### Definitions:

<b>abm</b> Material(s)	Cat. No. _____, Product Name: _____ acquired from <b>abm</b> as documented on <b>abm</b> Sales Order No. _____.
Biological Material(s)	<b>abm</b> Material(s), Progeny, Unmodified Derivatives and Modifications, either individually or jointly. Whereas, (1) " <b>Progeny</b> " means an unmodified descendant from the <b>abm</b> Material(s) (2) " <b>Unmodified Derivative(s)</b> " mean substances created by Purchaser that constitute an unmodified functional sub-unit or product not changed in form or character and expressed by the <b>abm</b> Material(s). Unmodified Derivatives include, but are not limited to, subclones of unmodified cell lines, purified or fractionated subsets of <b>abm</b> Material(s), proteins expressed by DNA/RNA supplied by the <b>abm</b> Material(s), or monoclonal antibodies secreted by a hybridoma cell line; (3) " <b>Modification(s)</b> " mean substances created by Purchaser which contain and/or incorporate a significant or substantial portion of <b>abm</b> Material(s).
Commercial Use	(1) Use of the <b>Biological Material(s)</b> in manufacturing; (2) Use of the <b>Biological Material(s)</b> to provide a service, information, or data for financial gain; (3) Use of the <b>Biological Material(s)</b> for therapeutic, diagnostic or prophylactic purposes; or (4) Resale of the <b>Biological Material(s)</b> , whether or not such <b>Biological Material(s)</b> are resold for use in research.
Industry Sponsored Academic Research	Research sponsored by a for-profit organization carried out at a non-profit organization and by the non-profit organization's employees.
Purchaser(s)	Any organization purchasing and receiving <b>abm</b> Material(s) pursuant to this MTA.
Contributor(s)	Organization(s), entity and/or individual(s) providing technology and/or patent rights related to the Biological Material, or original material to <b>abm</b> for deposit.

### Terms and Conditions

1. **Scope of Use:**
  - (A) Purchaser may use the Biological Material(s) for research use only. Purchaser shall not distribute, sell, lend or otherwise transfer to a person or entity not pursuant of this MTA the Biological Material(s). Any Commercial Use of the Biological Material(s) is strictly prohibited without **abm**'s prior written consent.
  - (B) The use permitted under this MTA 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.
2. **Intellectual Property; Identification:** As between the parties, **abm** and/or its Contributor(s) shall retain ownership of all right, title and interest in the **abm** Material(s), Progeny, Unmodified Derivatives and **abm** Material(s) contained or incorporated in Modifications. Purchaser shall acknowledge **abm** as the source of the Biological Material(s) in all research, academic or scholarly publications and in patent applications that references the Biological Material(s).
3. **Compliance with Laws:** Purchaser is solely responsible for compliance with all foreign and domestic, federal, state and local statutes, ordinances and regulations applicable to use of the Biological Material(s).
4. Except as otherwise expressly set forth in this MTA, **abm**, **abm** employees, Contributor(s), and affiliates make no representations and extend no warranties of any kind, either express or implied, including, but not limited to warranties of merchantability, fitness for a particular purpose and the absence of latent or other defects, whether or not discoverable. No representation is made nor warranty is given by **abm** that the Purchaser's use of the Biological Material(s) will not infringe the patent copyright, trademark, or other proprietary rights or materials of any third party. **abm**, **abm** employees,



Contributor(s), and affiliates shall not be liable for incidental or consequential damages of any kind, including economic damage or injury to property, regardless of whether purchaser is advised, has other reason to know, or in fact does know of the possibility.

5. **Limitation of Liability:** In no event will **abm** or its Contributor(s) be liable for any indirect, special, incidental or consequential damages of any kind in connection with or arising out of the MTA or Biological Material(s).

**IN WITNESS WHEREOF**, the parties or the duly authorized officers of the parties have executed this MTA. Both parties have read and understood this MTA and agree to be bound by the terms and conditions therein.

**Applied Biological Materials Inc.**

**Purchaser – Recipient Scientist or Authorized Official**

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: