



お客様各位

コスモ・バイオ株式会社
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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5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

詳細は弊社ホームページ上の個人情報保護方針(<http://www.cosmobio.co.jp/login/privacy.asp>)をご覧ください。



コスモ・バイオ株式会社

0253-APB-B
202008

Ludwig Institute for
Cancer Research Ltd

**LUDWIG INSTITUTE FOR CANCER RESEARCH LTD.
Postfach, 8024 Zurich, Switzerland**

**MATERIAL TRANSFER AGREEMENT
FOR COMPANIES**

Address
666 Third Avenue
28th Floor
New York, NY 10017
USA

T +1 212 450 1500
F +1 212 450 1535

November 18, 2019

Name of Institution:
(The 'Company')

Address:

Phone:
Fax:
Email:

Attention:
(The 'Investigator')

Reagent(s):

Dear ,

The Ludwig Institute for Cancer Research Ltd. (the 'Institute') is willing to provide _____ (the 'Company') through Applied Biological Materials Inc. with certain reagents listed above (said reagent and progeny thereof being referred to herein collectively as the 'Reagents') for internal research use upon the terms and conditions set forth herein:

NOW, THEREFORE, intending to be legally bound, the parties hereto hereby agree as follows:

1. The Reagents furnished to the Company pursuant to this letter agreement and Derivatives thereof (including but not limited to recombinant constructs, cultures, subcultures, mutations or other products derived directly from the Reagents, referred to herein as the 'Derivatives') will be maintained within the Company's sole possession and control and will be used solely by the Company's Investigator(s) for internal research purposes. The Reagents and any Derivatives will only be used by the Investigator(s) and his staff in laboratory animals or *in vitro* experiments, will not be used in therapy

involving humans and will not be distributed for commercial purposes. The Reagents and any Derivatives will not be distributed, transferred or sold by Company or the Investigator(s) and his or her staff to any third party (including other investigators employed by Company) for any purposes whatsoever without the prior written consent of the Institute.

2. The Reagents, and any information relating to the Reagents that may be disclosed to the Company by the Institute (the 'Information') are being provided to and accepted by your institution WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. The Institute and its directors, officers, employees or agents assume no liability and make no representation in connection with the Reagents or the Derivatives or the Information or their use by the Investigator(s) or Company. Company hereby agrees to defend, indemnify and hold harmless the Institute and its directors, officers, employees and agents from and against any liability or claim arising from any use of the Reagents or the Derivatives by the Investigator(s). Without limiting the foregoing, the Institute makes no representations as to testing of the Reagents for the presence or absence of any pathogens and the Investigator(s) and Company assume all risk of harm with respect to any such pathogens.
3. In consideration of an Annual Fee of Five Thousand US dollars (5,000 USD) paid by the Company, the Institute hereby grants the Company a non-exclusive, worldwide license, without the right to grant sublicenses, to the Institute's rights in the Reagent and Derivatives, for internal research purposes only, subject to section 1. Additional costs such as the purchase price for the cell-lines under the purchase agreement with Applied Biological Materials Inc., handling, package and shipping fees will be separately invoiced by Applied Biological Materials Inc.
4. All payments due to the Institute pursuant to this Agreement shall be made in dollars (USD) by international credit transfer to the Institute's bank account within thirty (30) days of the final Institute signature of the agreement ('Effective Date') as follows:

Beneficiary/Payee: Ludwig Institute for Cancer Research Ltd.
Account No: 615010113
With: HSBC BANK USA
SWIFT: MRMDUS33XXX
National Bank Code: ABA/ACH: 021001088
5. Title to the Reagents and patent rights and other proprietary rights therein are retained by the Institute. No right or license is granted with respect to the Reagents, any Derivatives or the Information except as expressly set forth herein.
6. The Company will own any results, data or intellectual property that may be

generated by the use of Reagents of Derivatives, where such results, data or intellectual property do not contain the Reagents or Derivatives.

7. Any publication referring to the Reagents, any Derivatives or the Information shall contain a reference, when appropriate, to the relevant publication describing the Reagents and to the Institute as the source of the Reagents.
8. All matters affecting the interpretation, validity and performance of this letter agreement shall be governed by the laws of the State of New York.

Very truly yours,

LUDWIG INSTITUTE FOR CANCER RESEARCH LTD.

Accepted and agreed to this _____ Day of _____ 2020

By: _____ By: _____

Edward A. McDermott, Jr.
President and CEO

Dr. Jonathan Skipper
*Executive Vice President for
Technology Development*

666 Third Avenue
28th Floor
New York, NY 10017
USA.

Facsimile No. [212] 450 1535

Company

To be signed by an authorised signatory:

Accepted and agreed to, this _____ Day of _____ 2020

Signature _____

Name _____
(Please Print)

Title _____

To be signed by the Investigator(s):

Accepted and agreed to, this _____ Day of _____ 2020

Signature _____

Name _____
(Please Print)

Title _____

Accepted and agreed to, this _____ Day of _____ 2020

Signature _____

Name _____
(Please Print)

Title _____