

**CLI社 細胞製品 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。

なお、細胞の使用期間は5年間です。期間終了後、契約更新または細胞の破棄について、CLI社に直接ご連絡いただく必要がございます。以下の連絡先へご連絡をお願いいたします。

**CLS Cell Lines Service（CLI）社連絡先**

Email info@cls.shop

Web [www.cls.shop](http://www.cls.shop)

**＜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。

**Material Transfer Agreement**

### CLS Cell Lines Service GmbH, having its principal place at

### Dr. Eckener-Str. 8, D-69214 Eppelheim, Germany

### (Hereinafter CLS)

and

……………………….., having its principal place at ……..

(Hereinafter **Recipient)**

**AGREE** on the **FOLLOWING**:

1. **Scope of this contract and its regulations**

Recipient would like to obtain the cell lines [Name of Cell line(s)] from CLS and the right to reproduce and to use these cell lines during 5 (five) years. Recipient and CLS enter into the following contract, which applies to all deliveries concerning the term of this agreement, unless Recipient and CLS particularly do agree otherwise in the individual case.

CLS Cell Lines Service GmbH is willing to make available to Recipient, through CosmoBio, Japan, the named cell lines to be used for drug screening purposes in research and development (R&D). Recipient will have full rights for the planned R&D usage. Should the drug screening assays infringe any patent claims with respect to named cell line(s), CLS will not be claimed responsible.

1. **Pricing / fees**
2. A one-time fee to be paid by Recipient is requisite to achieve a non-exclusive license, without the right to grant sublicenses, for the agreed cell lines.
3. CosmoBio will invoice a one-time fee and additional costs such as the purchase price for the cell line(s) through Cosmo Bio’s local dealer. CosmoBio will transfer the one-time fee to the known bank account of CLS Cell Lines Service GmbH. The one-time fee must be negotiated with CLS separately for each new request.
4. CLS will provide Recipient, through CosmoBio, at the beginning of the contractual period with reproducible cell line(s), one cryovial each. CLS warrants that if the agreed cell line(s) are stored, handled and treated properly, these cell lines shall be viable. If Recipient reports lack of viability to CLS through CosmoBio using specific Trouble Shooting Form, and CLS acknowledges customer’s storing, handling and treatment as being appropriate, Recipient can receive replacement vial(s) free of charge. In addition, Recipient can receive one or several vials of the reproducible cell line(s) at any time if Recipient pays the purchase price for the cell line(s) additionally.
5. Recipient will reproduce the named cell line(s) on his own costs.
6. **Terms of usage**
7. This contract is concluded for a period of 5 (five) years. The right to terminate　this agreement for important reason upon notice remains untouched.
8. Towards the end of the contract agreement, Recipient will contact CLS info@cls.shop to discuss whether to renew or to destroy the cells. Upon renewal, renewal fee is required; if Recipient decides to destroy the cells, a certificate signed by Recipient must be provided to CLS.
9. **Transfer of Rights**
10. With the first sending of the specified cell lines, CLS alienates to Recipient the right to use and reproduce the named cell lines for Recipient’s own purposes.
11. Once transferred the named amount, Recipient may use and reproduce the cell lines named in this contract for Research & Development purposes.
12. Recipient is authorised to modify the named cell lines without prior consent of CLS.
13. Recipient is not authorised to provide third parties with the named cell lines, neither free nor against any compensation, respectively payments.
14. For any case of violation of the scope of usage named above, particularly the prohibition of the transfer of the non-modified cell lines to third parties, Recipient will pay to CLS a

**Contractual fine** **of 20.000,00 €**.

1. Recipient must mention the origin of the cell line, i.e. the CLS cell bank, in all documentation.

1. **Choice of Law, place of jurisdiction and other**
2. All contracts entered into between the contracting parties including this agreement and future contracts are subject to German law particularly BGB and HGB with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. For actions for payment of CLS, the district court of Heidelberg in Germany has exclusive jurisdiction.
4. Actions of CLS due to disputes between the contracting parties may be brought before the district court of Heidelberg in Germany.
5. Should any regulation of this Agreement be rendered or declared invalid by a competent court or should this contract contain a gap, the effectiveness of this agreement and its other parts shall remain untouched and any gaps shall be closed by supplementary interpretation of the contract under consideration of the meaning and purpose of the ineffective clauses.
6. Abolition, cancellation and changes of the agreement including this written form clause, must be in writing. There are no supplementary agreements.

**Recipient CLS Cell Lines Service GmbH**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_　　Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_