

お客様各位

研究成果有体物提供契約書について

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0268-CAC-B

202101

Implementing Letter (研究成果有体物提供契約書)

The purpose of this letter is to provide a record of the material transfer, to memorialize the agreement between Recipient (identified below) and Cosmo Bio Co., Ltd., having its administrative offices at Toyo-Ekimae Bldg., 2-20, Toyo 2-chome, Koto-ku, Tokyo 135-0016, Japan (“**Provider**”) to abide by all terms and conditions of the Material Transfer Agreement (“**Agreement**”) attached as Appendix A.

Provider is an authorized agent for Tokai National Higher Education and Research System, a National University Corporation having its administrative offices at 1, Furo-cho, Chikusa-ku, Nagoya, Aichi, 464-8601 Japan (“**TNHERS**”) and has the right to enter into the Agreement on behalf of TNHERS.

The Original Materials (identified below) has been deposited by TNHERS and is made available through Provider to Recipient.

1. Recipient:
 - (1) Organization:
 - (2) Address:

2. Original Materials:
 - (1) Cat. No.:
 - (2) Name of the Original Materials:

3. Appendix A: Material Transfer Agreement

Upon execution of this Implementing Letter, Recipient agrees to be legally bound by the terms and conditions of the Agreement.

Agreed and accepted:

Recipient Authorized Official

Recipient Scientist

Name:

Name:

Title:

Title:

Address:

Address:

Signature: _____

Signature: _____

Date: _____

Date: _____

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MATERIAL TRANSFER AGREEMENT

Article 1 Definitions

1. **Provider:** Organization providing the Originals Materials. The name and address of this party will be specified in an implementing letter.
2. **Recipient:** Organization receiving the Originals Materials. The name and address of this party will be specified in an implementing letter.
3. **TNHERS:** Organization depositing the Original Materials with Provider. The name and address of this party will be specified in an implementing letter.
4. **Party(ies):** Provider and Recipient are referred to individually as a “Party” or collectively as the “Parties”.5. **Original Materials:** The materials being transferred under this Agreement described in Article 2.
6. **Materials:** Original Materials, Progeny and Unmodified Derivatives. For clarity, (i) any materials (including without limitation zygotes, embryos, cells, tissues, fluids, genetic material and proteins, and parts or fragments of any of the foregoing) derived, produced or recovered in whatever manner from the Materials and (ii) any materials that could not have been created or derived but for the use of the Materials such as antibodies are referred to herein as the Materials as well.
7. **Progeny:** Unmodified descendants from the Materials, including but not limited to, virus from virus, cell from cell, or organism from organism.
8. **Unmodified Derivatives:** Substances created by Recipient which constitute an unmodified functional subunit or product expressed by the Original Materials/Progeny. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by TNHERS, or monoclonal antibodies secreted by a hybridoma cell line.
9. **Modifications:** Substances created by Recipient which contain/incorporate the Materials. Some examples include: any materials resulting from genetic mutation or genome editing of the Materials, cross-bred progenies of the Materials with a transgenic mouse line of Recipient, or a Material transplanted with tissues from other materials.
10. **Invention:** Any inventions or discoveries, whether patentable or not, conceived or made by Recipient that arises from the use of the Materials or Modifications.
11. **Commercial Purposes:** The sale, lease, license, or other transfer of the Materials or Modifications to a for-profit organization. Industrially sponsored academic research shall not be considered a use of the Materials or Modifications for Commercial Purposes.

Article 2 Original Materials

Provider hereby provides to Recipient the Original Materials specified in an Implementing Letter only for the purposes of non-commercial research.

Article 3 Provision of Original Materials

Provider shall be responsible for making shipping arrangement for the Original Materials to Recipient from Provider.

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Article 4 Intellectual Properties of Materials

All intellectual property rights such as industrial property rights with regard to the Materials shall be retained by TNHERS, and except as otherwise expressly provided for in this Agreement, nothing in this Agreement shall be construed as transferring, or granting licenses to use, such rights in the Materials.

Article 5 Recipient's Obligations

1. Recipient shall use the Materials for the purposes of non-commercial research other than Commercial Purposes .
2. The Materials shall not be used in human subjects, in clinical trials, for diagnostic purposes involving human subjects or for human consumption without the written consent of TNHERS.
3. Recipient shall use the Materials in compliance with all applicable laws, ordinances and regulations, including without limitation, all current governmental regulatory requirements concerning good laboratory practices.
4. Under an agreement at least as protective of the rights of THERS as this Agreement, the Recipient may distribute the Modifications to a nonprofit organization(s) for research and teaching purpose only.

Article 6 Inventions

1. Recipient is free to file patent application(s) claiming inventions made by the Recipient through the use of the Materials.
2. If Recipient desires to use the Materials for Commercial Purposes, Recipient shall immediately provide written notice of such intentions to TNHERS via Provider, and Recipient and TNHERS shall negotiate in good faith the handling thereof, including without limitation, any financial or other consideration for such use.

Article 7 Confidentiality

Provider may disclose the existence and contents of this Agreement to TNHERS.

Article 8 No Warranty, Disclaimer by Provider and TNHERS

ANY ORIGINAL MATERIALS DELIVERED PURSUANT TO THIS AGREEMENT ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE, ARE SUPPLIED "AS IS" AND MAY HAVE HAZARDOUS PROPERTIES AND PROVIDER AND TNHERS MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. RECIPIENT ASSUMES ALL LIABILITY FOR CLAIMS FOR DAMAGES MADE BY RECIPIENT OR MADE AGAINST RECIPIENT BY THIRD PARTIES WHICH MAY ARISE FROM THE USE, MAINTENANCE, STORAGE, HANDLING OR DISPOSAL OF THE MATERIALS BY RECIPIENT.

Article 9 Term

The term of this Agreement shall commence on the last date of signature of an Implementing Letter and will terminate upon completion of the research with the Materials.

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Article 10 Termination

Either Party may terminate this Agreement if the other Party fails to perform its obligations under this Agreement upon written notice giving a reasonable period to rectify such nonperformance.

Article 11 Survival

Article 6, 8, 11 and 14 shall survive any termination of this Agreement, as well as any rights or cause of action accruing to a Party based upon acts or missions occurring prior to termination.

Article 12 Assignment

Recipient may not assign its rights or obligations under this Agreement without the prior written consent of Provider and TNHERS.

Article 13 Consultation

Any matters not provided for in this Agreement or any doubt arising with respect to the interpretation of any provisions of this Agreement shall be resolved upon consultation in good faith between the Parties.

Article 14 Jurisdiction

Any disputes arising out of this Agreement shall be submitted to the exclusive jurisdiction of the defendant and this Agreement shall be governed and construed in accordance with the laws of defendant