



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 (MTA)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、及び3-7ページ目(全5枚)の”Material Transfer Agreement (MTA)”を十分にお読みいただき、ご確認、ご了解の上、**必要事項を英語でご記入ください(2ページ目の記入例をご参考になさってください)**。また、本MTAは **所属 (アカデミック、企業等) に関わらず、研究用途で細胞をご使用される方のみを対象**としております。細胞を商用利用される予定のお客様は事前に弊社までお問い合わせください。

ご注文に際しまして、本1ページ目(以下のお客様情報を日本語でご記入ください)と、**MTA全5ページ**を併せ、弊社取扱い代理店様へご注文書と一緒にご提出頂き、弊社代理店サービスユニット (FAX: 03-5632-9623) までお送りするようご依頼ください。

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。

MTA記入例

※英語でご記入ください

※所属機関に関わらず、研究用途のお客様用です。



MATERIAL TRANSFER AGREEMENT

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING AN ORDER.
THIS IS A CONTRACT.

This Material Transfer Agreement ("MTA") is between 1, at 2 ("Purchaser"), and Applied Biological Materials Inc, a for-profit organization, having its principal place of business at Suite #1-3671 Viking Way, Richmond, BC, Canada V6V 2J5 ("ABM").

RECITALS

WHEREAS: Purchaser has read, understood, and agrees to the MTA before submitting an order for the ABM Material(s) offered by ABM.

WHEREAS: No other rights granted, except as expressly set forth herein, no licenses, no sublicenses, or rights shall be created by implication, estoppel or otherwise under this MTA.

WHEREAS: 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 Material(s) under the terms and conditions set forth below.

NOW, THEREFORE: in consideration of the mutual covenants and premises herein contained, the Parties agree as follows:

ARTICLE 1.00 – DEFINITIONS

- 1.01 "ABM Material(s)": means Cat. No. 3
Product Name: 4
acquired from ABM via: 5 (Distributor Name).
- 1.02 "ABM Sales Order": means an order submitted for ABM Material(s) in a form and format as determined by ABM from time to time.

1: 名前 (最後のページのサイン署名者と
同じお名前をご記入ください)

2: 所属組織 (* * * University等)

3: 製品の品番 (T0XXX-C-ACADEMIC等)

4: 品名: (Immortalized Human XXXX cells 等)

5: 「Cosmo Bio Co. Ltd.」 とご記入ください。

I have executed this Agreement. Both parties have read and understood this Agreement and agree to be bound by the terms and conditions therein.

Applied Biological Materials Inc.

Name _____

Title _____

Signature _____

Date _____

Order Reference _____

Purchaser – Recipient Scientist

Name 6 _____

Title 7 _____

Signature 8 _____

Date 9 _____

CONFIDENTIAL

Page 5 of 5
10/26/22



6: Name 名前を記入

7: Title 職位を記入
(例: Professor ※学生、大学院生は不可です)

8: Signature 手書きで名前を記入

9: Date 記入日(例: 2022. Nov. 25)

✓: 全てのページ(全5ページ)の右下に✓マークを入れてください。

左側は未記入でお願い致します。

0293-APB-B
202211



MATERIAL TRANSFER AGREEMENT

**IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING AN ORDER.
THIS IS A CONTRACT.**

This Material Transfer Agreement ("MTA") is between _____, at _____ ("Purchaser"), and **Applied Biological Materials Inc.**, a for-profit organization, having its principal place of business at Suite #1-3671 Viking Way, Richmond, BC, Canada V6V 2J5 ("ABM").

RECITALS

WHEREAS: Purchaser has read, understood, and agrees to the MTA before submitting an order for the ABM Material(s) offered by ABM.

WHEREAS: No other rights granted, except as expressly set forth herein, no licenses, no sublicenses, or rights shall be created by implication, estoppel or otherwise under this MTA.

WHEREAS: 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 Material(s) under the terms and conditions set forth below.

NOW, THEREFORE: in consideration of the mutual covenants and premises herein contained, the Parties agree as follows:

ARTICLE 1.00 – DEFINITIONS

- 1.01 "ABM Material(s)":** means Cat. No. _____, Product Name: _____, acquired from ABM via: _____ (Distributor Name).
- 1.02 "ABM Sales Order":** means an order submitted for ABM Material(s) in a form and format as determined by ABM from time to time.
- 1.03 "Biological Material(s)":** means ABM Material(s), Progeny, Unmodified Derivatives and Modifications, either individually or jointly.
- 1.04 "Commercial Use":** means the sale, license, lease, export, transfer or other distribution of the Biological Material(s) to a person or entity not party to this MTA for financial gain or other commercial purposes and/or the use of the Biological Material(s): (a) to provide a service to a person or entity not party to this MTA for financial gain; (b) to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale (c) in connection with ADME (Absorption, Distribution, Metabolism and Excretion) testing; (d) in connection with drug potency or toxicity testing which does not include either screening multiple cell lines for potential inclusion in a screening assay system or screening multiple compounds in a system for internal research purposes only; (e) in connection with proficiency testing service(s), including but not limited to, providing the service of determining laboratory performance by means of comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions; or (f) for research conducted under an agreement wherein a for-profit entity receives a right whether actual or contingent to the results of the research. Commercial Use specifically does not include Industry Sponsored Academic Research.
- 1.05 "Contributor(s)":** means any organization(s), entity and/or individual(s)

- providing technology and/or patent rights related to the Biological Material(s), or original material to ABM Inc. for deposit.
- 1.06 **"Industry Sponsored Academic Research"**: means research sponsored by a for-profit organization carried out at a non-profit organization and by the non-profit organization's employees.
- 1.07 **"Investigator"**: means the Purchaser's principal scientist or researcher using the Biological Material(s).
- 1.08 **"Modification(s)"**: mean substances created by Purchaser which contain and/or incorporate a significant or substantial portion of ABM Material(s).
- 1.09 **"Progeny"**: means an unmodified descendant from the ABM Material(s), such as virus from virus, cell from cell, or organism from organism.
- 1.10 **"Unmodified Derivative(s)"**: mean substances created by Purchaser that constitute an unmodified functional sub-unit or product not changed in form or character and expressed by the ABM Material(s) provided by ABM. Unmodified Derivatives include, but are not limited to, subclones of unmodified cell lines, purified or fractionated subsets of materials provided by ABM, proteins expressed by DNA/RNA supplied by the ABM Material(s), or monoclonal antibodies secreted by a hybridoma cell line.

ARTICLE 2.00 – SCOPE OF USE

- 2.01 **SCOPE OF USE.** Subject to the terms of this MTA, Purchaser's Investigator may make and use the Biological Material(s) provided to Purchaser by ABM *for research purposes only in Purchaser's Investigator's laboratory only*. The Biological Material(s) are not intended for use in humans. Purchaser agrees that Biological Material(s) designated as biosafety level 2 or 3 constitute known pathogens and that other Biological Material(s) not so designated may be pathogenic under certain conditions. Purchaser assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and Purchaser's use of the Biological Material(s) including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk. Purchaser agrees that any activity undertaken with the Biological Material(s) will be conducted in compliance with all applicable guidelines, laws and regulations, and that Purchaser will obtain all permits, licenses or other approvals required by any governmental authority in connection with purchaser's receipt, handling, storage, disposal, transfer and use of the Biological Material(s).
- 2.02 **NO TRANSFER.** Purchaser shall not distribute, sell, lend or otherwise transfer to a person or entity not party to this MTA the Biological Material(s), as defined above, for any reason, without ABM's prior written agreement.
- 2.03 **NO COMMERCIAL USE.** Any Commercial Use of the Biological Material(s) is strictly prohibited without ABM's prior written consent. Commercial use will include, but not limited to, usage in diagnostics, production, and therapeutics. Purchaser acknowledges a separate license agreement will be required when the Biological Material(s) are to be used for commercial use.

ARTICLE 3.00 – WARRANTY AND DISCLAIMERS

- 3.01 **REPRESENTATIONS AND WARRANTIES.** Parties shall comply with all applicable international, national and state or provincial laws, ordinances and regulations in its performance under this Agreement. ABM warrants that, (a) cells and microorganisms included in the ABM Material(s) shall be viable upon initiation of culture for a period of thirty (30) days after shipment thereof from ABM and (b) any ABM Material(s) other than cells and microorganisms shall meet the specifications on the applicable ABM Material(s) product information

sheet, certificate of analysis, and/or catalog description until the expiration date on the applicable ABM Material(s)'s product label (such thirty (30) day period, or period until the expiration date, referred to herein as the "Warranty Period"). Purchaser's exclusive remedy, and ABM's sole liability, for breach of the warranties set forth in this paragraph is for ABM to, at ABM's sole option, either (i) refund the fee paid to ABM for such ABM Material(s) (exclusive of shipping and handling charges), or (ii) replace the ABM Material(s). The warranties set forth in this paragraph apply only if Purchaser handles and stores the ABM Material(s) as described in the applicable ABM Material(s) product information sheet. To obtain the exclusive remedy, Purchaser must report the lack of viability or non-conformation to specifications to ABM's Technical Service Department within the applicable Warranty Period. Any expiration date specified on the ABM Material(s) shipment documentation states the expected remaining useful life, but does not constitute a warranty or extend any applicable Warranty Period.

3.02 DISCLAIMERS.

- (a) ABM MATERIAL(S) AND ANY TECHNICAL INFORMATION AND ASSISTANCE BY ABM ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ABM HAS NOT MADE AND DOES NOT MAKE ANY PROMISES, COVENANTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY NATURE, DIRECTLY OR INDIRECTLY, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DURABILITY, CONDITION, QUALITY OR ANY OTHER CHARACTERISTIC OF THE ABM MATERIAL(S).
- (b) ABM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE; OR THAT THE POSSESSION, USE, PROPAGATION OR IMPORTATION OF THE ABM MATERIAL(S), TECHNICAL INFORMATION AND ASSISTANCE WILL NOT INFRINGE OTHER INTELLECTUAL PROPERTY RIGHTS. NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS AN OBLIGATION FOR ABM TO BRING, PROSECUTE OR DEFEND ACTIONS REGARDING THE ABM MATERIAL(S) AND TECHNICAL INFORMATION AND ASSISTANCE.

ARTICLE 4.00 – LAWS, INDEMNIFICATION

- 4.01 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). Without limiting the generality of the foregoing, any shipment of Biological Material(s) to countries outside Canada must comply with all applicable foreign and Canadian laws, including the Canadian export control laws and related regulations. Distribution by ABM of Budapest Treaty patent deposits are made pursuant to, and in compliance with, all applicable laws and regulations, including the Budapest Treaty and related 37 C.F.R. provisions. If there is any conflict between the terms of this MTA and any applicable law or regulation with respect to ABM Material(s) that are supplied hereunder by ABM from the stock of a Budapest Treaty deposit, then the terms of the applicable law or regulation shall govern.
- 4.02 INDEMNIFICATION.** Purchaser hereby agrees to indemnify, defend and hold harmless ABM and its Contributors against all person or entity not party to this Agreement claims, losses, expenses and damages, including reasonable attorneys' fees (collectively "Claims") arising out of or relating to Purchaser's

use, receipt, handling, storage, transfer, disposal and other activities relating to Biological Material(s), provided that Purchaser's liability shall be limited to the extent that any such Claim arises out of ABM's gross negligence or wilful misconduct. All non-monetary settlements of any such Claims are subject to ABM's prior written consent, such consent not to be unreasonably withheld.

- 4.03 LIMITATION OF LIABILITY.** In no event will ABM or its Contributors 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) (whether in contract, tort, negligence, strict liability, statute or otherwise) even if ABM has been advised of the possibility of such damages. In no event shall ABM's cumulative liability exceed the fees paid by Purchaser under this MTA for the twelve (12) month period preceding the date of the event giving rise to the claim. Purchaser agrees that the limitations of liability set forth in this MTA shall apply even if a limited remedy provided hereunder fails of its essential purpose.
- 4.04 THIRD PARTY TERMS.** Purchaser acknowledges and agrees that Purchaser's use of certain Biological Material(s) may require a license from a person or entity not party to this MTA, or be subject to restrictions that may be imposed by a person or entity not party to this MTA ("Third Party Terms"). Purchaser expressly acknowledges that if there is a conflict between this MTA and the Third Party Terms, the Third Party Terms shall govern. Use of the Biological Material(s) may be subject to the intellectual property rights of a person or entity not party to this MTA, the existence of which rights may or may not be identified in the ABM catalogue or website, and ABM makes no representation or warranty regarding the existence or the validity of such rights. Purchaser shall have the sole responsibility for obtaining any intellectual property licenses necessitated by its possession and use of the Biological Material(s). Purchaser expressly acknowledges that the Biological Material(s) provided under this MTA does not grant the license aforementioned or imply any ownership rights of any intellectual properties rights relating to the Biological Material(s).
- 4.05 INTELLECTUAL PROPERTY.** 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).

ARTICLE 5.00 – GENERAL PROVISIONS

- 5.01 FORCE MAJEURE.** No party to this Agreement shall be liable to the other or deemed to be in default for any delay or failure in performance under this Agreement resulting from Acts of God, civil or military authority, Acts of enemies of the King, pandemics, or fire, explosions, earthquakes, floods, strikes, lockouts or any other event or condition beyond the reasonable control of such party exclusive, however, of the financial condition of such party.
- 5.02 GOVERNING LAW AND JURISDICTION.** Any disputes arising under this Agreement shall be tried exclusively in the Court of British Columbia, Canada. And Purchaser hereby expressly consents to, submits to and waives any objection to the jurisdiction of such courts. Purchaser agrees that any breach of this Agreement, including but not limited to any breach of the scope of use provisions of this Agreement, will entitle ABM to immediately cease without



notice to Purchaser further shipments of Biological Material(s) and shall create such irreparable injury as to entitle ABM to seek temporary restraining orders and other preliminary or permanent injunctive relief in addition to all other equitable and legal remedies that may be afforded under Canadian or foreign laws.

5.03 NO ASSIGNMENT. Purchaser may not assign or otherwise transfer this MTA or any rights or obligations under this MTA, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect. This MTA, including all documents incorporated herein by reference, constitutes the entire agreement between ABM and Purchaser with respect to the Biological Material(s) and supersedes all previous agreements or representations (whether written or oral) between ABM and Purchaser relating to the same subject matter. This MTA may not be modified, waived or terminated except in writing and signed by the parties hereto. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the parties. If any provision of this MTA is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect. None of the provisions of this MTA are intended to create, nor shall be deemed or construed to create, any relationship between ABM or Purchaser other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MTA.

Any correspondence concerning the MTA should be addressed to ABM, Attention: Suite #1-3671 Viking Way, Richmond, BC, Canada V6V 2J5, Phone: (604) 247-2416, or contact us by email at licensing@abmgood.com.

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

Applied Biological Materials Inc.

Purchaser – Recipient Scientist

Name

Name

Title

Title

Signature

Signature

Date

Date

Order Reference