



## お客様各位

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### 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ページ目の”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(3ページ目)を併せ、弊社取り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。




コスモ・バイオ株式会社

0345-APB-B  
202508

# 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。

	<b>Material Transfer Agreement (MTA)-G Version 3.0</b>
<b>MATERIAL TRANSFER AGREEMENT</b>	
This Material Transfer Agreement ("MTA") is between <u>1</u> ("Purchaser"), <u>2</u> (Address), and Applied Biological Materials Inc. ("ABM"), Suite #1-3671 Viking Way, Richmond, BC, Canada V6V 2J5.	
<b>1. Purpose &amp; Scope</b> ABM agrees to provide biological materials <u>3</u> (SKU), <u>4</u> (Order No/Quote No./Distributor) (the "Materials") to the Purchaser for non-commercial research use only. This MTA is effective for ten (10) years from the date of execution.	

1: 名前 (ページ末尾のサインを書いた方と同じ名前をご記入ください)

2: 所属組織 (\*\*\*\* University)

3: 製品の品番 (T00XX-C-ACADEMIC等)

4: 「Cosmo Bio Co., Ltd.」をご記入ください。

未記入で結構です。

Both parties agree to the terms of this MTA.	
<div><b>Applied Biological Materials Inc</b> Name: Title: Signature: Date:</div>	<b>Purchaser (PI or Authorized Official)</b> Name: <u>5</u> Title: <u>6</u> Signature: <u>7</u> Date: <u>8</u>

5: Name 名前をご記入ください。

6: Title 職位をご記入ください。

(例: Professor ※学生、大学院生は不可です)

7: Signature 手書きで名前をご記入ください。

8: Date 記入日 (例: 2025.Aug.1)



## MATERIAL TRANSFER AGREEMENT

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### 1. Purpose & Scope

ABM agrees to provide biological materials \_\_\_\_\_ (SKU), \_\_\_\_\_ (Order No/Quote No./Distributor) (the "Materials") to the Purchaser for non-commercial research use only. This MTA is effective for ten (10) years from the date of execution.

### 2. Definitions

"Materials" include the original ABM product, progeny, modifications, and unmodified derivatives. "Commercial Use" includes any use for profit, manufacturing, or therapeutic/diagnostic applications. "Depositors" any organization(s), entity and/or individual(s) providing technology and/or patent (IP) rights related to the Biological Material(s), or original material to ABM Inc. for deposit.

### 3. Usage Terms

- Materials are for internal research use only; not for human or clinical use.
- No transfer or sale of the Materials to third parties without ABM's written consent.
- Commercial use requires a separate agreement with ABM. Commercial use will include, but not limited to, usage in diagnostics, production, and therapeutics.
- 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.

### 4. Warranty & Disclaimer

ABM warrants the viability of living Materials for thirty (30) days post-shipment. Other products are warranted through their labeled expiration date. ABM's liability is limited to replacement or refund. All Materials are provided 'as-is' without warranties of merchantability or fitness for purpose.

### 5. Legal & Liability

- Purchaser is responsible for legal compliance in use and transport of Materials.
- Purchaser indemnifies ABM and/or Depositors (IP institution) against third-party claims, except where due to ABM's gross negligence.
- ABM's total liability is limited to the amount paid by Purchaser in the past 12 months.

### 6. Payment & Shipping

Payments are due within thirty (30) days of invoice. Purchaser is responsible for taxes and permit compliance. Lost or damaged shipments must be reported within fourteen (14) days for replacement. ABM ships EXW.

### 7. General Terms

- This MTA is governed by the laws of British Columbia, Canada.
- Disputes shall be resolved in BC courts.
- The MTA may not be assigned or modified without written agreement from both parties.

For questions or correspondence, contact [licensing@abmgood.com](mailto:licensing@abmgood.com) or call (604) 247-2416.

### Acknowledgment

Both parties agree to the terms of this MTA.

**Applied Biological Materials Inc**

**Purchaser (PI or Authorized Official)**

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: