



ATUM 社製品 使用目的確認書

この度は、ATUM 社（メーカー略号：DNA）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。製品のご購入に際しまして、以下の「使用目的確認事項」をご一読の上、必要事項をご記入ください。お手数ですが、1 ページ目から 3 ページ目までを揃えて、弊社代理店へお渡しいただきますようお願い申し上げます。弊社にて本確認書を受領した後に、ATUM 社へ製品を発注いたしますので、予めご了承ください。

【使用目的確認事項】

1. License for ATUM Products.

Subject to the terms herein, if Customer purchases an ATUM Product (but excluding ATUM Research Use Only Vectors, ProteinPaintbox, Pichia Strains and Reagents), Customer is granted a limited, non-transferable, fully paid-up, non-exclusive right to use said ATUM Product (including for the production of proteins, research, and development, and commercialization of such proteins derived from ATUM Products). Except as expressly permitted in these Terms and Conditions, Customer may not (1) modify the ATUM Products in any way, including without limitation by replacing any protein-encoding sequence with any other protein-encoding sequence; (2) determine the sequences of the ATUM Products; (3) disclose the sequences of any ATUM Products (including those for which ATUM provides the sequences); (4) directly or indirectly reverse-engineer the ATUM Products; (5) create any derivative(s) of the ATUM Products; or (6) copy the ATUM Products. If Customer purchases an ATUM vector that is sold in a form intended for Customer to clone Customer genes into (“ATUM Catalog Vector”), Customer is granted a limited, non-transferable, fully paid-up, non-exclusive right to clone into such vector which must be performed using a kit purchased from ATUM.

For clarity, for any and all ATUM Vectors (including ATUM Research Use Only Vectors), once Customer’s gene has been cloned into an ATUM Vector by ATUM, or by Customer using a kit purchased from ATUM, Customer may replicate the resulting plasmid. For clarity, Customer may modify a Customer gene cloned into an ATUM Vector designed solely for propagation but not for expression of cloned sequences (“ATUM Cloning Vectors”) in any way, including by replacing any protein-encoding sequence with any other protein-encoding sequence. Notwithstanding the section 5 “ATUM Products are non-transferable without the prior written permission of ATUM”, Customers may transfer ATUM Cloning Vectors to any third party without the prior written permission of ATUM.

2. License for ATUM Research Use Only Vectors.

Except as set forth and subject to the terms herein, if Customer purchases (1) any ATUM mammalian expression vector containing pD2100, pD2500, pH2500, pD2600, pD3400, pD3500, pD3600 or pD3700 series vectors, a vector containing the FH8 solubility tag, or a transposon vector (the “ATUM Research Use Only Vectors”) (including Electra vectors, vector configurations for expression of multiple genes and other customized configurations of the ATUM Research Use Only Vectors, and Customer genes cloned into the ATUM Research Use Only Vectors) or (2) any ATUM Service that involves/utilizes ATUM Research Use Only Vectors, Customer is granted a limited, non-sublicensable, non-transferable,

non-exclusive right to use the purchased amount of the ATUM Research Use Only Vectors to produce proteins for research and development purposes only. Customer shall not and shall not cause or permit any third party to (1) modify ATUM Research Use Only Vectors or any product containing ATUM Research Use Only Vectors in any way, including without limitation by replacing any protein-encoding sequence with any other protein-encoding sequence within the ATUM Research Use Only Vector and/or replacing the gene cloned into the ATUM Research Use Only Vectors; (2) directly or indirectly reverse-engineer the ATUM Research Use Only Vectors or any product containing the ATUM Research Use Only Vectors; (3) create any derivative(s) of the ATUM Research Use Only Vectors; (4) copy the ATUM Research Use Only Vectors (5) use the ATUM Research Use Only Vectors with any transposase unless Customer has obtained from ATUM a separate license for the use of Leap-In Transposase; or (6) use the ATUM Research Only Vectors for commercial purposes. Use of the ATUM Research Only Vectors for commercial purposes, including any use in manufacturing a product or service that is provided to a third party for consideration, requires a commercial license from ATUM.

3. License for ProteinPaintbox.

Except as set forth and subject to the terms herein, including, without limitation the section 5 “ATUM Products are non-transferable without the prior written permission of ATUM”, if Customer purchases a ProteinPaintbox product, Customer is granted a limited, non-transferable, non-sublicensable, fully paid-up, non-exclusive right to use the applicable ProteinPaintbox product purchased for research and development purposes only. Customer may not (1) modify the ProteinPaintbox product or (2) use the ProteinPaintbox product for commercial purposes without the prior written consent of ATUM.

4. License for Pichia Strain.

Proteins and peptides made with Pichia strains sold by ATUM (the “Pichia Strains”) or using any Pichia expression vector may be used for commercial purposes without the requirement of a commercial license from ATUM. However, neither the Pichia Strains, nor any strains derived from the Pichia Strains, may be sold by Customer to third parties, resold or modified for resale, repackaged or bundled for resale, or used to perform service of any kind for third parties, including without limitation, reporting the results of Customer activities for a fee or other form of consideration. Transfer of Pichia Strains or strains derived from the Pichia Strains by Customer to any third party is prohibited except with a separate license from ATUM.

5. ATUM Products are non-transferable without the prior written permission of ATUM.

If Customer is permitted in writing by ATUM to transfer an ATUM Product to a third party (“Authorized Transferee”), the Customer shall ensure that the Authorized Transferee (1) agrees to use the ATUM Product solely to perform services on behalf and for the benefit of Customer, and (2) only in accordance with terms that are at least as strict as these Terms and Conditions. Customer shall be responsible in full for any and all actions and omissions with respect to use of the ATUM Product and compliance with these Terms and Conditions by any Authorized Transferee.



ATUM 社製品 使用目的確認書

ATUM 社使用目的確認事項に同意していただけますか?

同意する

日付 年 月 日

ご依頼者					
所属機関					
住所					
TEL	-	-	FAX	-	-
E-mail					
役職					
氏名					

ご注文内容		
品番	品名	数量

<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。



人と科学のステキな未来へ
コスモ・バイオ株式会社

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