

4basebio社製品のご注文に関するお願い

4basebio社（メーカー：SYN）製品を研究目的でご購入いただくには、MTAのご提出が必要です。下記および次ページ以降をご確認いただき必要事項をご記入・ご署名の上、販売店担当者にお渡しください。

※MTA (Materials Transfer Agreement) は、4basebio社に送付する必要があります。

当社および4basebio社でご所属・お名前・ご記載の内容を確認の上、製品をお届けします。

個人情報の取扱いについて

次ページ以降のMTAは当社および4basebio社に保管し、下記以外の目的には一切利用いたしません。ただし、法令等に基づき官公庁・公的機関への報告を要請された場合、あるいは人の生命・身体又は財産の保護のために必要であつて緊急の場合には、当社の責任において適切な情報提供を行うことがございます。また、ご記入いただきましたお客様の個人情報は、当社個人情報保護方針に基づき適切に取り扱い、次のような目的に利用いたします。

- (1) ご記入内容等の確認のため
- (2) 当社へのお問い合わせや資料等のご請求への対応のため
- (3) 当社が取扱う商品・サービスの変更案内やサポート情報の提供のため
- (4) ご注文いただいた製品を、販売店を通してまたは直接お客様にお送りするため

※ご記入いただいた内容の確認等のため、または製品仕様等が変更された場合、当社担当者よりご連絡もしくは訪問させていただく場合があります。

※販売店の方へ：

本MTAは、当社受託・特注品業務担当（jutaku@funakoshi.co.jp）へメールで送付してください。

ご不明な点につきましては、下記までお問い合わせください。

《 お問合せ先・本MTAお送り先 》
フナコシ株式会社 受託・特注品業務担当
〒113-0033 東京都文京区本郷2-9-7
Tel. 03-5684-1645 Fax 03-5684-6539
e-mail : jutaku@funakoshi.co.jp
(MTA はメールでお送りください)

**MATERIALS TRANSFER AGREEMENT
LIMITED USE OF PRODUCTS**

This Materials Transfer Agreement (“**Agreement**”), effective _____, (“**Effective Date**”) is between 4basebio UK Ltd, a company registered in England and Wales with company number 12298663 and having its registered office address at 25 Norman Way, Over, Cambridge, England, CB24 5QE (“**Provider**”) and _____, having offices at _____ (“**Recipient**”).

Definitions

“**Affiliate**” means, with respect to any person or entity, any other person or entity, which directly or indirectly controls, is controlled by, or is under common control with, such person or entity. A person or entity shall be regarded as in control of another person or entity if it owns, or directly or indirectly controls, more than fifty percent (50%) of the voting stock or other ownership interest of the other person or entity, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other person or entity by any means whatsoever.

“**Authorised Premises**” the Recipient’s premises at _____].

“**Background IPR**” means any IPR made, conceived, invented, developed, created, reduced to practice, has a filing date before the Effective Date, or was rightfully acquired by Provider prior to the Effective Date.

“**Confidential Information**” has the meaning given in paragraph 4.1.

“**Limited Use**” means the only the following uses of the Provider Product(s): _____], as described in Exhibit A.

“**Intellectual Property Rights**” or “**IPR**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Product(s)**” has the meaning set out in paragraph 1 of this Agreement.

“**Provider IPR**” means all IPR of the Provider in the Products and the Confidential Information.

“Provider Know-how” means any unpatented technical and other information relating to the Product which is not in the public domain including any:

- a) trade secrets;
- b) unpublished patent applications;
- c) information comprising or relating to concepts, data, discoveries, formulae, ideas, inventions, research models or specifications;
- d) methods, research plans, procedures for experiments and tests and results of experimentation and testing; and
- e) information about biological or chemical structure or functions.

IT IS HEREBY AGREED:

1. The following materials (hereafter called **“Product”**) have been or may be made available by Provider (and/or any of its Affiliates) to the Recipient under the terms of this Agreement:

[_____]

“Product” shall include any progeny, modifications or derivatives of the above Product and includes any and all Provider IPR and Provider Know-how in such Product.

2. Recipient Obligations

- 2.1. Recipient agrees to use the Product only for the Limited Use, and only at the Authorised Premises under suitable containment conditions, in compliance with prevailing industry standards, including prudent safe handling measures, and with all applicable laws and regulations, and the Provider’s instructions concerning storage and use of the Product.
- 2.2. The Recipient agrees to ensure that the personnel handling the Product are apprised of any known hazards, and warrants that they are qualified by training and experience to use the Product.
- 2.3. The Recipient shall not analyse, attempt to modify or reverse-engineer or otherwise seek to determine the structure of any Product. This Product will not be distributed by Recipient to any other person or organization, except those scientific and technical personnel, professional advisors or consultants employed by or working on behalf of Recipient and having a need for the Product to carry about the Limited Use and/or comply with this Agreement. Should unauthorized persons or organizations obtain this Product, Recipient agrees to advise Provider immediately, and to take such steps and to assist Provider in taking such steps as may be necessary to recover possession of the Product.
- 2.4. This Product is experimental in nature and its characteristics are not completely known. Recipient agrees to use special care in the handling, storage, use and disposal of this Product commensurate with applicable law.
- 2.5. The Recipient shall not conduct any trials of the Product on humans or animals.

3. Intellectual Property

- 3.1. The Provider owns and retains all right, title, and interest in the Provider IPR and Provider Know-how in and relating to the Product.
- 3.2. **Background IPR:** The Parties agree that nothing in this Agreement shall transfer or affect the ownership of the Provider's Background IPR or imply any license to the Provider's Background IPR unless granted expressly herein.
- 3.3. Any uses or results of the use of the Product, other than for the Limited Use as set forth above, or commercial use of results, (collectively "**Non-Permitted Uses**"), and any consideration received for such Non-Permitted Uses shall inure solely to the benefit of Provider (and/or any of its Affiliates) and shall be promptly delivered to Provider (and/or any of its Affiliates), and all such results and any inventions or discoveries resulting from Non-Permitted Uses shall be the sole property of Provider (and/or any of its Affiliates) and promptly delivered or assigned to Provider (and/or any of its Affiliates).
- 3.4. It is understood that Provider (and/or any of its Affiliates) has or may have Provider IPR in or relating to the Product, and that this Agreement constitutes a limited, revocable, non-commercial, non-exclusive non-transferable, non-sub-licensable license to use the Product solely for the Limited Use. No further license right is granted hereunder. In particular, no other license right is granted under any Provider (or any Provider Affiliate) patent. This Product and the Confidential Information (defined below) shall not be disclosed in, referred to, or utilized in connection with any publication, patent application or otherwise by Recipient without first obtaining Provider's written consent.

4. Confidentiality

- 4.1. The Recipient shall keep confidential and protected by adequate security measures and not disclose, transfer or permit the disclosure or transfer to any third party of: any non-public information or data contained in or derived from or relating to the Product or to its manufacture or use (which includes, for the avoidance of doubt, the details of the Product's composition or structure) disclosed to, or obtained or generated by, the Recipient under this Agreement, other than data generated by Recipient resulting from the Limited Use (collectively, "**Confidential Information**"), except to the extent that any such Confidential Information becomes public through no fault of the Recipient and for any mandatory disclosure to any regulator.
- 4.2. The Recipient shall not use the Confidential Information, except for use reasonably necessary for the performance of this Agreement, including the Limited Use.
- 4.3. The Recipient shall ensure that only those of its employees and contingent workers directly engaged in performing the Limited Use have access to the Product and any

Confidential Information and that they are bound by confidentiality obligations consistent with the terms of this Agreement, which the Recipient undertakes to enforce.

- 4.4. For clarity, the Provider's Confidential Information includes the Results, and the Provider may use the Results in support of any patent applications filed or to be filed by the Provider in respect of the Product or its manufacture or use.

5. Incorporated Terms

- 5.1. The Product is provided under Provider's Terms and Conditions found on its websites (e.g. 4basebio.com). Such Terms and Conditions are incorporated herein by reference provided that, in the event of any conflict or ambiguity between this Agreement and such Terms and Conditions, this Agreement shall prevail.

6. Survival

- 6.1. Notwithstanding any termination or expiry of this Agreement for whatever reason, Clauses 3 and 5 shall survive for an indefinite period, and Clause 4 shall survive for a period of 5 years from such termination or expiry.

7. General

- 7.1. Recipient agrees to waive all claims against Provider (and any of its Affiliates), and to defend and indemnify Provider (and any of its Affiliates) from all claims and damages asserted by third parties arising from actions or omissions by Recipient or its employees, agents or consultants, except insofar as such claims or damages arise out of the willful misconduct or gross negligence of Provider (and/or any of its Affiliates).
- 7.2. It is expressly understood and agreed that the submission of samples and exchange of information under this Agreement shall not create any obligations on either party except as expressly provided herein. Provider warrants that it is entitled to disclose and provide the Product, and that this Agreement does not conflict with any obligations to third parties.
- 7.3. This Agreement shall be governed by the law of England and Wales. Any legal action regarding this Agreement or the Product shall be heard exclusively in the courts sitting in London, England. This Agreement shall constitute the entire understanding between the Parties with respect to the subject matter hereof and may be modified only in writing signed by both Parties. This Agreement and rights thereunder shall not be assigned or transferred, directly or indirectly, in whole or in part, by either Party, without the prior written consent of the other Party.

The undersigned agree to the foregoing:

4basebio UK Ltd

Recipient

Authorized Signature

Name:

Title:

Date:

Authorized Signature

Name:

Title:

Date

EXHIBIT A – LIMITED USE

(Project Plan)

	Version:	Date issued:
	SOW PARTNER- 4basebio	

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本書類を提出される日付をご記入ください

MATERIALS TRANSFER AGREEMENT LIMITED USE OF PRODUCTS

This Materials Transfer Agreement (“**Agreement**”), effective [REDACTED], (“**Effective Date**”) is between 4basebio UK Ltd, a company registered in England and Wales with company number 12298663 and having its registered office address at 25 Norman Way, Over, Cambridge, England, CB24 5QE (“**Provider**”) and [REDACTED], having offices at [REDACTED] (“**Recipient**”).

Definitions

お客様のご所属のご住所をご記入ください

お客様のご所属をご記入ください

“**Affiliate**” means, with respect to any person or entity, any other person or entity, which directly or indirectly controls, is controlled by, or is under common control with, such person or entity. A person or entity shall be regarded as in control of another person or entity if it owns, or directly or indirectly controls, more than fifty percent (50%) of the voting stock or other ownership interest of the other person or entity, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other person or entity by any means whatsoever.

製品をご使用になる場所をご記入ください

“**Authorised Premises**” the Recipient’s premises at [REDACTED].

“**Background IPR**” means any IPR made, conceived, invented, developed, created, reduced to practice, has a filing date before the Effective Date, or was rightfully acquired by Provider prior to the Effective Date.

“**Confidential Information**” has the meaning given in paragraph 4.1.

“**Limited Use**” means the only the following uses of the Provider Product(s): [REDACTED], as described in Exhibit A.

ご購入される製品のご使用目的をご記入ください

“**Intellectual Property Rights**” or “**IPR**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Product(s)**” has the meaning set out in paragraph 1 of this Agreement.

“**Provider IPR**” means all IPR of the Provider in the Products and the Confidential Information.

“**Provider Know-how**” means any unpatented technical and other information relating to the Product which is not in the public domain including any:

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- a) trade secrets;
- b) unpublished patent applications;
- c) information comprising or relating to concepts, data, discoveries, formulae, ideas, inventions, research models or specifications;
- d) methods, research plans, procedures for experiments and tests and results of experimentation and testing; and
- e) information about biological or chemical structure or functions.

IT IS HEREBY AGREED:

1. The following materials (hereafter called “**Product**”) have been or may be made available by Provider (and/or any of its Affiliates) to the Recipient under the terms of this Agreement:



ご購入される製品の商品コードと商品名をご記入ください

“**Product**” shall include any progeny, modifications or derivatives of the above Product and includes any and all Provider IPR and Provider Know-how in such Product.

2. Recipient Obligations

- 2.1. Recipient agrees to use the Product only for the Limited Use, and only at the Authorised Premises under suitable containment conditions, in compliance with prevailing industry standards, including prudent safe handling measures, and with all applicable laws and regulations, and the Provider’s instructions concerning storage and use of the Product.
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- 2.3. The Recipient shall not analyse, attempt to modify or reverse-engineer or otherwise seek to determine the structure of any Product. This Product will not be distributed by Recipient to any other person or organization, except those scientific and technical personnel, professional advisors or consultants employed by or working on behalf of Recipient and having a need for the Product to carry about the Limited Use and/or comply with this Agreement. Should unauthorized persons or organizations obtain this Product, Recipient agrees to advise Provider immediately, and to take such steps and to assist Provider in taking such steps as may be necessary to recover possession of the Product.
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- 3.4. It is understood that Provider (and/or any of its Affiliates) has or may have Provider IPR in or relating to the Product, and that this Agreement constitutes a limited, revocable, non-commercial, non-exclusive non-transferable, non-sub-licensable license to use the Product solely for the Limited Use. No further license right is granted hereunder. In particular, no other license right is granted under any Provider (or any Provider Affiliate) patent. This Product and the Confidential Information (defined below) shall not be disclosed in, referred to, or utilized in connection with any publication, patent application or otherwise by Recipient without first obtaining Provider's written consent.

4. Confidentiality

- 4.1. The Recipient shall keep confidential and protected by adequate security measures and not disclose, transfer or permit the disclosure or transfer to any third party of: any non-public information or data contained in or derived from or relating to the Product or to its manufacture or use (which includes, for the avoidance of doubt, the details of the Product's composition or structure) disclosed to, or obtained or generated by, the Recipient under this Agreement, other than data generated by Recipient resulting from the Limited Use (collectively, "**Confidential Information**"), except to the extent that any such Confidential Information becomes public through no fault of the Recipient and for any mandatory disclosure to any regulator.
- 4.2. The Recipient shall not use the Confidential Information, except for use reasonably necessary for the performance of this Agreement, including the Limited Use.
- 4.3. The Recipient shall ensure that only those of its employees and contingent workers directly engaged in performing the Limited Use have access to the Product and any



Confidential Information and that they are bound by confidentiality obligations consistent with the terms of this Agreement, which the Recipient undertakes to enforce.

4.4. For clarity, the Provider's Confidential Information includes the Results, and the Provider may use the Results in support of any patent applications filed or to be filed by the Provider in respect of the Product or its manufacture or use.

5. Incorporated Terms

5.1. The Product is provided under Provider's Terms and Conditions found on its websites (e.g. 4basebio.com). Such Terms and Conditions are incorporated herein by reference provided that, in the event of any conflict or ambiguity between this Agreement and such Terms and Conditions, this Agreement shall prevail.

6. Survival

6.1. Notwithstanding any termination or expiry of this Agreement for whatever reason, Clauses 3 and 5 shall survive for an indefinite period, and Clause 4 shall survive for a period of 5 years from such termination or expiry.

7. General

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7.2. It is expressly understood and agreed that the submission of samples and exchange of information under this Agreement shall not create any obligations on either party except as expressly provided herein. Provider warrants that it is entitled to disclose and provide the Product, and that this Agreement does not conflict with any obligations to third parties.

7.3. This Agreement shall be governed by the law of England and Wales. Any legal action regarding this Agreement or the Product shall be heard exclusively in the courts sitting in London, England. This Agreement shall constitute the entire understanding between the Parties with respect to the subject matter hereof and may be modified only in writing signed by both Parties. This Agreement and rights thereunder shall not be assigned or transferred, directly or indirectly, in whole or in part, by either Party, without the prior written consent of the other Party.

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The undersigned agree to the foregoing:

48. Synbio UK Ltd
Authorized Signature
Name:
Title:
Date:

Recipient

お客様のサイン

Authorized Signature

Name: お客様のお名前

Title: お客様の職位


Date: サインされた日付

SYN社の記入欄につき、こちらには
ご記入・ご署名されませんよう
お願いいたします。



EXHIBIT A – LIMITED USE

(Project Plan)

	Version:	Date issued:
	SOW PARTNER- 4basebio	