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【例】
Non-Profit, For-Profit, University/Education, Diagnostic Lab,
Industrial, International Government, Research Foundation,
Pharmaceutical/Drug Discovery, Manufacturing,
Biotechnology/Life Science, Food Processing/Agriculture,
High School, Hospital/Clinic, Contract Laboratory, Environmental

MATERIAL TRANSFER AGREEMENT ("MTA")

Last updated: November 15, 2011



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

This Material Transfer Agreement ("MTA") is between the _____, a _____ type organization, having its principal place of business at _____ ("Purchaser") and the American Type Culture Collection, a District of Columbia not-for-profit corporation, having its principal place of business at 10801 University Boulevard, Manassas, VA 20110-2209 ("ATCC"). Purchaser must have an approved, current ATCC account to place an order. This MTA is effective as of the last date of execution by the parties and governs the purchase and use of all Biological Materials under the terms and conditions set forth below.

TERMS AND CONDITIONS

Definitions

- "**ATCC Material**" means any materials acquired from ATCC by Purchaser as described on an ATCC Sales Order.
- "**ATCC Sales Order**" means an order submitted for ATCC Material in a form and format as determined by ATCC from time to time.
- "**Biological Material(s)**" means any ATCC Material, any Progeny, any Unmodified Derivatives and any of the foregoing materials contained or incorporated in Modifications.
- "**CAR**" means ATCC's Customer Acceptance of Responsibility for Potentially Highly Pathogenic Biological Materials Form.
- "**Commercial Use**" means the sale, license, lease, export, transfer or other distribution of the Biological Materials 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: (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; or (c) 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.
- "**Contributor(s)**" means any organization(s), entity(ies) and/or individual(s) providing technology and/or patent rights related to the ATCC Material, or original material to ATCC for deposit.
- "**CRO**" means a third-party entity performing research under contract for Purchaser.
- "**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.
- "**Investigator**" means the individual principal scientist or researcher, who is referenced on the applicable ATCC Sales Order, employed or retained by Purchaser and using the Biological Material(s) and for whom the related ATCC Material was obtained by Purchaser, as well as his or her individual assistants for receipt of ATCC Material as employed or retained by Purchaser and referenced on the applicable ATCC Sales Order. For the avoidance of doubt, Investigator specifically does NOT include any multi-user biological material core facility or repository or any individual employed or retained thereby (in a capacity including the use of the Biological Material). ATCC Material may not be transferred to any multi-user biological material core facility or repository or any such individual.
- "**Modification(s)**" means any substance that contains and/or incorporates a significant or substantial portion of ATCC Material, its Progeny or Unmodified Derivatives. By way of nonlimiting example, Modifications include ATCC Material that has been transfected with a reporter gene, induced pluripotent stem cells and mesenchymal stem cells that were derived from ATCC Material.
- "**Progeny**" means an unmodified descendant from ATCC Material, such as virus from virus, cell from cell, or organism from organism.
- "**Purchaser(s)**" means the organization purchasing and receiving ATCC Material pursuant to the ATCC Sales Order and this MTA.
- "**Transferee**" means an employee or contractor that is a principal scientist or researcher at another organization or at Purchaser's organization. For the avoidance of doubt, Transferee specifically does NOT include any multi-user biological material core facilities or repositories to allow for the creation and provision of standardized reference materials derived from Biological Materials.
- "**Trademarks**" means all trade name, trademark and service mark rights, whether registered or not, now owned or hereafter acquired, and the entire goodwill of the business of ATCC connected with and symbolized by such marks, including, without limitation, ATCC®, ATCC catalog marks, and ATCC Licensed Derivative®.
- "**Unmodified Derivative(s)**" means substances created by Purchaser which constitute an unmodified functional subunit or product expressed by ATCC Material. By way of nonlimiting example, Unmodified Derivatives include: purified or fractionated subsets of the ATCC Material, proteins expressed by DNA/RNA supplied by ATCC or monoclonal antibodies secreted by a hybridoma cell line.

Scope of Use

ATCC Material and Progeny: ATCC Material and Progeny may only be used by Purchaser's Investigator for research purposes and only in Investigator's laboratory.

Modifications and Unmodified Derivatives: Purchaser's Investigator may make, use and transfer Modifications and Unmodified Derivatives only as follows:

non-profit organization or a foreign public organization then any disputes arising under this Agreement shall be tried exclusively in a court of competent jurisdiction.


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 ATCC to immediately cease without notice to Purchaser further shipments of ATCC Material and may create such irreparable injury as to entitle ATCC 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 US or foreign laws.

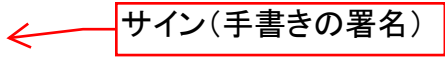

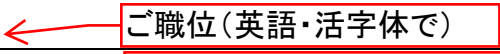
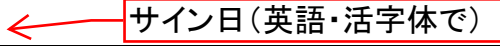
Purchaser may not assign or otherwise transfer this MTA or any rights or obligations under this MTA, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect. This MTA, including all documents incorporated herein by reference, constitutes the entire agreement between ATCC and Purchaser with respect to the Biological Material and supersedes all previous agreements or representations (whether written or oral) between ATCC 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 ATCC or Purchaser other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MTA.

By signing below, the duly authorized representative of each party acknowledge that they have read and understood and agree to the terms and conditions set forth in this Material Transfer Agreement, as evidenced by their signatures below.

For AMERICAN TYPE CULTURE COLLECTION

For PURCHASER

By: 
Name: Craig S. Wade
Title: Director, Contracts

By: 
Name: 
Title: 
Date: 

Any correspondence concerning the ATCC Material Transfer Agreement should be addressed to ATCC, Attention: Director, Contracts, Corporate Development, P.O. Box 1549, Manassas, VA 20108, Phone: (703) 365-2700 or contact us at licensing@atcc.org