

個人情報の取り扱いについて

注文書・確認書・確約書等に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。利用目的を変更する必要がある場合は、変更前の利用目的と相当の関連性を有すると合理的に認められる範囲内で変更し、変更後の利用目的を本ページに告知いたします。

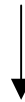
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- (3) 当社が取扱う製品・サービスの変更案内やサポート情報の提供

ご記入いただきました内容の確認のため、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ご訪問させていただく場合があります。

英文でご記入いただきました書面は、当社から Trevigen 社へ Fax もしくは e-mail でへ送ります。

個人情報のご記入がない場合には製品のお届けおよびご希望のサービスが提供できない場合がありますのでご了承ください。

上記に同意して記入する。 上記に同意しない。



テクニカルサポート・受託特注品担当にお問い合わせ下さい。

個人情報に関するお問い合わせおよび開示・訂正・削除のお申込み先：

フナコシ株式会社 総務部 個人情報相談窓口

住所 〒113-0033 東京都文京区本郷 2-9-7

TEL. 03-5684-1611 FAX 03-5684-1614

e-mail : privacy@funakoshi.co.jp

個人情報保護管理者の氏名又は職名、所属及び連絡先：

個人情報管理者：フナコシ株式会社 システム本部長

住所 〒113-0033 東京都文京区本郷 2-9-7

TEL. 03-5684-1611 FAX 03-5684-1614

TREVIGEN 社 Knock Down Cell Lines 使用者 確約書

TREVIGEN 社（メーカー：TRZ）の Knock Down Cell Lines をご購入の際は、Material Transfer Agreement (MTA) への同意及びご使用者のご署名が必要です。

MTA（必ず英語の原文をご確認下さい）の規約に同意いただける場合は、以下のご購入者記入欄および 4 ページ目（英語でご記入下さい）に必要事項をご記入・ご署名の上、販売担当者様にお渡し下さい。当社および TREVIGEN 社でご所属・お名前を確認の上、製品をお届けします。

ご購入者記入欄（日本語でご記入下さい）

お名前（フリガナ）： _____

勤務先： _____

所属部署： _____

勤務先所在地： _____

Tel : _____ Fax : _____

E-mail : _____

販売店記入欄

社名： _____ 担当者名： _____

Tel : _____ Fax : _____

E-mail : _____

※ 販売店の方へ：

本使用者確約書と MTA の 4 ページ目を通常の注文書と併せて、当社受託・特注品業務担当（Fax 03-5684-6539）へお送り下さい。

弊社記入欄

Cat. #（管理番号）： _____ 個数： _____

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("MTA") contains the terms under which Trevigen, Inc., a corporation having offices and a principal place of business at 8405 Helgerman Court, Gaithersburg, Maryland 20877 ("TREVIGEN") is willing to permit the transfer of certain research material from its employees or facilities to the below-named recipient.

Recipient: _____

1. TREVIGEN agrees to transfer to Recipient's Investigator named below the following material:

This MTA shall govern the disclosure, use and disposition of such material including derivatives, modifications and progeny thereof created by Recipient (hereinafter "Research Material"). This transfer shall be subject to availability and the existing condition of the Research Material.

2. Trevigen's Knock Down Cell Lines: The purchase of these research materials conveys to the buyer the non-transferable right to use the purchased amount of the product and all replicates and derivatives only for research purposes conducted by the buyer in buyer's laboratory only (whether the buyer is an academic or for profit entity). The buyer cannot sell or otherwise transfer (a) this product (including replicates and derivatives), (b) its components, or (c) materials made, discovered or identified using this product or its components, to a third party or otherwise use this product (including replicates and derivatives) or its components or materials made using this product or its components for Commercial Purposes. The buyer agrees that any activity undertaken with the product and replicates or derivatives will be conducted in compliance with all applicable guidelines, laws and regulations. Commercial Purposes means any activity by a party for consideration of any kind and includes but is not limited to: (1) use of the product (including replicates and derivatives) or its components in manufacturing; (2) use of the product (including replicates and derivatives) or its components to provide a service, information or data for a third party; (3) use of the product (including replicates and derivatives) or its components for therapeutic, diagnostic or prophylactic purposes; or (4) resale of the product (including replicates and derivatives) or its components, whether or not such product or its components are resold for use in research. "Replicates" means any biological or chemical material that represents a substantially unmodified copy of the material such as, but not limited to, material produced by growth of cells. "Derivative" means material created from research materials (including replicates and derivatives) that is substantially modified to have new properties.

3. In all oral presentations or written publications that describe or refer to the Research Material or that describe research which utilized or will utilize Research Material, Recipient will acknowledge TREVIGEN's contribution of this Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of five (5) years from the date of its disclosure, any of TREVIGEN's written information about the Research Material that is marked "**CONFIDENTIAL**". Any oral disclosures from TREVIGEN to Recipient shall be identified as being "**CONFIDENTIAL**" by notice and a written summary of such confidential oral disclosure delivered to Recipient within ten (10) days after the date of the oral disclosure. The foregoing obligation of confidentiality shall not apply to information that was (1) known to Recipient prior to disclosure by TREVIGEN, as evidenced by Recipient's written records, (2) that is or becomes publicly available through no fault of Recipient, or (3) which is disclosed to Recipient by a third party having no obligation of confidentiality to TREVIGEN with respect to such information.

4. The Research Material represents a significant investment on the part of TREVIGEN and is considered proprietary to TREVIGEN. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to distribute, sell, lend or otherwise transfer the Research Material to other institutions or companies or to other people not under his or her direct supervision without prior written approval of TREVIGEN. TREVIGEN reserves the right to distribute the Research Material to others and to use it for its own purposes.

5. This Research Material is provided as a service to the research community. The Research Material is understood to be experimental in nature and may have hazardous properties. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RECIPIENT ASSUMES ALL RISK AND RESPONSIBILITY IN CONNECTION WITH THE RECEIPT, HANDLING, STORAGE, DISPOSAL, TRANSFER AND USE OF THE RESEARCH MATERIAL INCLUDING WITHOUT LIMITATION TAKING ALL APPROPRIATE SAFETY AND HANDLING PRECAUTIONS TO MINIMIZE HEALTH OR ENVIRONMENTAL RISK. PURCHASER AGREES THAT ANY ACTIVITY UNDERTAKEN WITH THE MATERIAL AND REPLICATES OR DERIVATIVES WILL BE CONDUCTED IN COMPLIANCE WITH ALL APPLICABLE GUIDELINES, LAWS AND REGULATIONS. Recipient agrees to indemnify and hold TREVIGEN, its officers, directors, employees and agents, harmless from and against all damages, losses, liability and costs (including attorneys' fees) associated with claims or suits by third parties or Recipient's employees in connection with Recipient's use of such Research Material. TREVIGEN makes no

representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

6. Other than the right to use the Research Material as set forth in Paragraph 2 above, no right or license is granted under this MTA either expressly or by implication. It is understood that any and all proprietary rights, including but not limited to patent rights, in and to the Research Material shall be and remain in TREVIGEN, unless TREVIGEN expressly transfers those rights.

7. In the event that Recipient's use of the Research Material results in any invention, modification or improvement (collectively, "Improvement"), whether or not patentable, Recipient agrees to disclose promptly to TREVIGEN such Improvement, and at TREVIGEN's request, Recipient agrees promptly to assign such Improvement and all patent and proprietary rights therein to TREVIGEN and to take all reasonable steps necessary to assist TREVIGEN in procuring patent protection for said Improvement in such countries as TREVIGEN selects.

8. This MTA is not assignable by Recipient, whether by operation of law or otherwise, without the prior written consent of TREVIGEN.

9. In the event that any of the provisions of this MTA are held to be unenforceable, the remaining provisions shall remain in full force and effect.

10. This MTA shall be construed in accordance with the laws of Maryland, without regard to Maryland's choice of laws rules.

11. This MTA sets forth the entire understanding and agreement of the parties as to the subject matter hereof, and this MTA cannot be modified or cancelled except by a written instrument duly executed by the parties.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this MTA effective on the date of the last signature below by having it signed by their duly authorized representatives.

RECIPIENT ORGANIZATION

(Full name of Recipient Organization)

(Signature of authorized representative)

(Printed name of authorized representative))

(Title)

ACCEPTANCE BY RECIPIENT'S INVESTIGATOR

As the principal investigator requesting a sample of Research Material from TREVIGEN, I agree to comply with the terms and conditions of this MTA.

(Signature of principal investigator)

(Printed name of principal investigator)

(Date)

TREVIGEN, INC.

(Signature of authorized representative)

(Printed name of authorized representative)

(Title)

(Date)

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