

## **MATERIAL TRANSFER AGREEMENT**

**THIS MATERIAL TRANSFER AGREEMENT** is by and between **FILGEN, Inc.**, a Company dedicated to development, manufacturing, and sales of science research equipment, contract analysis service in the field of bioscience, import and sale of research reagents, bioinformatics software, equipment and consumables, and located at 1-1409, Jonoyama, Midori-ku, Nagoya, Aichi-pref. 459-8011, Japan (hereinafter referred to as "PROVIDER") hereby represented by Hidekatsu Yoneda, in his capacity as President & CEO and < > of < > (hereinafter referred to as "the RECIPIENT"). The PROVIDER is an authorized distributor within the territory of Japan for Vircell, S.L., located at Parque Tecnológico de la Salud, Avicena 8, 18016 Granada, Spain.

**This agreement** shall govern the conditions of transfer by PROVIDER to RECIPIENT of certain materials/products of VIRCELL as defined in Annex I (hereinafter referred to as "the MATERIALS").

**NOW ACCORDINGLY TO THIS AGREEMENT** that in consideration of transferring the Materials from the Provider to the Recipient both parties agree as follows:

- RECIPIENT agrees to use MATERIALS only for research use; and not for any commercial, industrial, clinical or for treatment uses or services. Any other use of these MATERIALS without an express written consent or license from PROVIDER will constitute a violation of this agreement. In case of doubt about the use of PROVIDER MATERIALS, if the RECIPIENT is not sure, RECIPIENT will have the obligation at all times to ask the PROVIDER for prior confirmation.
- RECIPIENT agrees that the MATERIAL will be used only in the RECIPIENT's facilities and only by RECIPIENT and personnel under RECIPIENT's immediate and direct control.
- The MATERIALS shall not be reverse engineered or otherwise adapted for uses non specified in this agreement.
- MATERIALS will be received, handled, stored, used, and disposed of in compliance with all applicable laws, regulations, guidelines and inserts, and in accordance with safe and prudent practices. RECIPIENT shall be solely liable for any damages resulting from misuse of the products or mistaken interpretation of the guidelines and inserts.

This Agreement shall become effective when deservedly signed or stamped by PROVIDER and RECIPIENT.

**PROVIDER**

**RECIPIENT**

**Organization:**

**Organization:**

**Signee:**

**Signee:**

**Date:**

**Date:**

**Signature/Stamp:**

**Signature/Stamp:**

**ANNEX I**  
**MATERIALS**

Referring to this Agreement, the MATERIALS refer to the following products manufactured by Vircell, S.L. and distributed by the Provider:

<b>Reference</b>	<b>Product description</b>
<b>MBC090-R</b>	AMPLIRUN® CORONAVIRUS RNA CONTROL
<b>MBC132</b>	AMPLIRUN® MERS CORONAVIRUS RNA CONTROL
<b>MBC142-R</b>	AMPLIRUN® CORONAVIRUS NL63 RNA CONTROL
<b>MBC135-R</b>	AMPLIRUN® CORONAVIRUS OC43 RNA CONTROL
<b>MBC136-R</b>	AMPLIRUN® CORONAVIRUS SARS (2003) RNA CONTROL
<b>MBC137-R</b>	AMPLIRUN® SARS-CoV-2 RNA CONTROL
<b>MBC138-R</b>	AMPLIRUN® SARS-CoV-2 B.1.1.7 RNA CONTROL
<b>MBC139-R</b>	AMPLIRUN® SARS-CoV-2 B.1.351 RNA CONTROL
<b>MBC141-R</b>	AMPLIRUN® SARS-CoV-2 DELTA (B.1.617.2) RNA CONTROL
<b>MBC145-R</b>	AMPLIRUN® SARS-CoV-2 OMICRON BA.2 RNA CONTROL
<b>MBC143-R</b>	AMPLIRUN® SARS-CoV-2 OMICRON RNA CONTROL
<b>MBC140-R</b>	AMPLIRUN® SARS-CoV-2 P.1 RNA CONTROL
<b>MBTC020</b>	AMPLIRUN® TOTAL RESPIRATORY VIRAL PANEL CONTROL (SWAB)
<b>MBTC030</b>	AMPLIRUN® TOTAL SARS-COV-2 CONTROL (SWAB)
<b>MBTC031</b>	AMPLIRUN® TOTAL SARS-CoV-2/FluA/FluB/RSV CONTROL

## 物質移動合意書

この物質移動合意書は、科学研究機器の開発、製造、販売、生物科学分野の解析サービス、研究試薬、バイオインフォマティクスソフトウェア、機器、消耗品の輸出入を専門とする愛知県名古屋市緑区定納山 1-1409 459-8011 に所在し、President & CEO である米田 英克が代表するフィルジェン株式会社（以下「Provider」）と < Client Organization > の < Client Name >（以下「Recipient」）との間で締結される。

Provider は、スペインの Parque Tecnológico de la Salud, Avicena 8, 18016 Granada, に所在する Vircell, S.L. の日本国内の認定代理店である。

本契約は、資料 I に示されている製品（以下「Materials」）の Provider から Recipient への移転条件を規定する。

本契約により、Provider から Recipient への Materials の移転を考慮し、両当事者は次のように同意します。

- Recipient は、Materials が明確に研究目的でのみ使用され、商業的、工業的用途、または臨床診断および治療への使用やサービスには使用することをしない。Provider からの書面による明示的な同意またはライセンスなしにこれらの資料を他に使用すると、本契約の違反となる。Materials の使用について不明点があり、Recipient がその使用について確信が持てない場合は、Recipient は常に Provider に事前に確認する義務を負う。
- Recipient は、Materials が Recipient の施設でのみ使用され、Recipient および Recipient の直接管理下にある担当者のみが使用することに同意する。
- Materials は、本契約で指定されていない用途でリバースエンジニアリングまたはその他の方法を用いてはならない。
- Materials は、適用されるすべての法律、規制、ガイドライン、およびデータシートに準拠し、安全かつ慎重に、受領、処理、保管、使用、および廃棄する。Recipient は、製品の誤用またはガイドラインとデータシートの誤った解釈に起因するいかなる損害についても単独で責任を負うものとする。

本契約は、Provider と Recipient の両方の法定代理人によって正式に署名または捺印された場合に有効となる。

**PROVIDER**

**RECIPIENT**

**Organization:**

**Signee:**

**Date:**

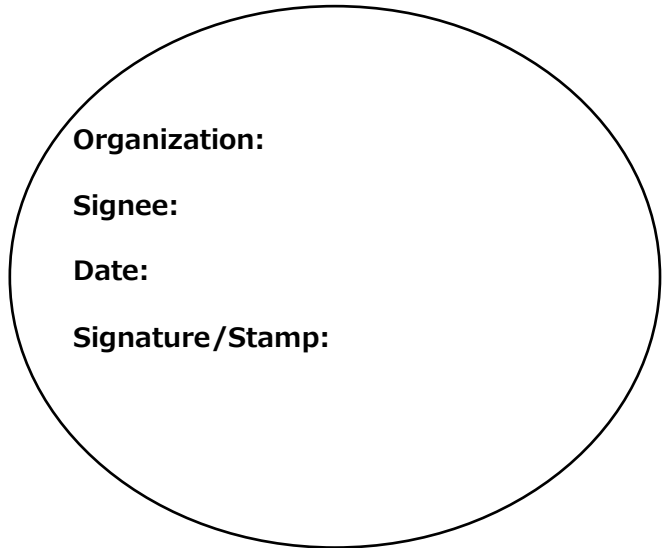
**Signature/Stamp:**

**Organization:**

**Signee:**

**Date:**

**Signature/Stamp:**



Recipient の記入欄への記載をよろしくお願いたします。

※記載は英語版の原本のみ必要となっておりまして和訳は参考資料としてご活用ください。

**資料 I**  
**Materials**

本契約に関して、Materials とは、Vircell が製造し、Provider が移転する以下の製品を指します。

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<b>MBC143-R</b>	AMPLIRUN® SARS-CoV-2OMICRON RNA CONTROL
<b>MBC140-R</b>	AMPLIRUN® SARS-CoV-2 P.1 RNA CONTROL
<b>MBTC020</b>	AMPLIRUN® TOTAL RESPIRATORY VIRAL PANEL CONTROL (SWAB)
<b>MBTC030</b>	AMPLIRUN® TOTAL SARS-COV-2 CONTROL (SWAB)
<b>MBTC031</b>	AMPLIRUN® TOTAL SARS-CoV-2/FluA/FluB/RSV CONTROL

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**PROVIDER**

**RECIPIENT**

**Organization:**

**Organization:** ○○○○ university

**Signee:**

**Signee:** ○○○○○ ○○○○○

**Date:**

**Date:** 24/March/2021

**Signature/Stamp:**

**Signature/Stamp:**

サインをお願いします。



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