



Food Industry Research and Development Institute
Bioresource Collection and Research Center

331 Shih-Pin Road, Hsinchu 300, Taiwan, R.O.C. <http://www.bcrc.firdi.org.tw>
Tel: +886-3-5223191~6 ext.513 Fax: +886-3-5224172 or +886-3-5224171

Material Transfer Agreement
For Supply of BCRC's Biological Material from Applied Biological Materials Inc. (ABM)

I. Recipient

- ☐ Individual Recipient
☐ Organizational Recipient

Name: _____

Address: _____

Representative: _____

Principle Investigator: _____

Tel: _____ Fax: _____

e-mail address: _____

II. Biological Material

- ☐ Immortalized Human Cord Blood Mesenchymal Stromal Cell (cbMSC-hTERT, BCRC 60604)
☐ Immortalized Human Cord Blood Mesenchymal Stromal Cell with RFP (cbMSC-hTERT-RFP, BCRC 60605).

III. Agreement

1. Definition

- (1) Biological Material: the material supplied to the Recipient by ABM as identified on the above item II, and it's unmodified progeny (such as replicate from the material), and it's unmodified derivatives (including unmodified functional subunits or products, such as, purified or fractionated subsets of the material, including expressed proteins or extracted or amplified DNA/RNA)
- (2) Modifications: substances produced by the Recipient by using the Biological Material, which are not the Biological Material, and which have new properties.
- (3) Commercial Use: the sale, lease, exchange, license or other use of the Biological Material for financial gain or other for-profit purposes, including but not limited to use of the Biological Material (a) to provide a service to any third party; or (b) to produce or manufacture products for sale.
- (4) Recipient: the person as identified on the above item I to be received the Biological Material from ABM. For organizational Recipient, Recipient includes employees of the organization. For individual Recipient supervising a laboratory, Recipient includes people supervised by him/her in the laboratory.

2. Recipient understands and agrees to the following terms and conditions:

- (1) **Scope of use: Recipient may use the Biological Material only for research purposes other than Commercial Use. Any Commercial Use of the Biological Material or Modifications is prohibited without FIRDI's prior written consent.**
- (2) Caution as to hazards: The Biological Material is experimental in nature and may be hazardous under certain conditions. Especially, the Biological Material designated as biosafety level 2 or above constitutes known pathogen and may cause human diseases. Recipient shall handle and use the Biological Material in accordance with the proper standard of care, so as to avoid harm to persons or the environment.
- (3) Caution as to infringement: Recipient shall handle and use the Biological Material with proper attention to avoiding infringement of the intellectual property rights, and other rights, of other persons. In any event that the Recipient stores, handles, or uses the Biological Material, or by any



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other action or conduct with the Biological Material invades or injures the rights of any other person, or his own rights, then the Recipient shall bear responsibility and legal liability for such invasion or injury, without recourse against FIRDI. As between the Recipient and FIRDI, Recipient shall be responsible for any damages, losses, or expenses including attorney fees as may result from Recipient's possession, handling, and use of the Biological Material, and shall not assert against FIRDI any claim related to such damages, losses, or expenses.

- (4) Intellectual properties: Recipient understands that there is no licensing or transfer of any intellectual property right or ownership along with the transfer of the Biological Material. The Biological Material supplied by ABM is provided as-is, without representations or warranties of non-infringement of intellectual property rights or any other rights. The Recipient agrees to grant a license for any intellectual property rights created through the use of the Biological Material to FIRDI for purposes of conducting its general activities including supply of the Biological Materials, identification, research, and other services.
- (5) Compliance with applicable laws: Recipient shall store, handle, and use the Biological Material in accordance with applicable laws, including but not limited to laws respecting transport, import and export, disposal, and biosafety.
- (6) Acknowledgment of source in statements and publications: In any statement, declaration or publication that the Recipient may make relating to the Biological Material or the Modifications, including any patent application irrespective whether it be published, Recipient shall acknowledge BCRC as the source of such Biological Material and shall identify the Biological Material by its accession number as listed above.
- (7) Prohibition of transfer to any third party: Recipient shall not under any circumstance transfer any of the Biological Material to any third party.
- (8) Human use prohibited: The Biological Material supplied by ABM shall not be used in human, such as use in human testing, or transplantation.
- (9) Warranty Disclaimer: Except as expressly provided in this agreement, FIRDI makes no guarantee as to the Biological Material (such as its safety, fitness) or its information (such as the accuracy of scientific name and other related information) in any manner whatever.

IV. Declaration and Signature

The Recipient hereby further declares the following items:

- (1) The information provided above is accurate and complete.
- (2) The indemnification as specified above in item III.2.(3) is agreed.

☐ Recipient: _____ (Signature)
Representative: _____ (Signature)
Date: _____