

AGREEMENT / ORDER FOR NBRC DNA RESOURCES

To Director-General,
 Department of Biotechnology,
 National Institute of Technology and Evaluation

1. I hereby acknowledge that I have read, understood and agree with all items of the latest version of "Agreement of Biological Resource Transfer and Treatment" of NBRC.

SIGNATURE: _____ DATE: _____
 (YOUR SIGNATURE IS REQUIRED FOR ACCEPTANCE OF YOUR ORDER)

2. Intended use: _____
 Your purchase order number, if any: _____

<u>Applicant</u> Name: Organization: Address: Tel: Fax: E-mail:	<u>Billing address</u> (if different from the one at left) Name: Organization: Address: Tel: Fax: E-mail:	
Payment Method: <input type="checkbox"/> Credit card <input type="checkbox"/> Bank transfer* <small>* Please note that a JPY 6,000 handling charge must be applied on bank transfer payment.</small>		
	Name of DNA Resources (NBRC No. etc)	Amount
1		
2		
3		
4		
5		
Total number of resources:		
Is Biosafety Committee set up? : <input type="checkbox"/> Yes <input type="checkbox"/> No		

*Please type directly into the form.

The shipping address if different from the one given above:

NAME: _____

ORGANIZATION: _____

ADDRESS: _____

 In order to evaluate the importance and usefulness of individual DNA resources, we would like to know how you obtained the information concerning the resource(s) you have requested. We should appreciate your help in this regard.

NBRC web site (<http://www.nbrc.nite.go.jp/e/>)

DOGAN (Database Of the Genomes Analyzed at NITE; <http://www.bio.nite.go.jp/dogan/Top>)

GenBank/DDBJ/EMBL

Journal / Title or PubMed ID: _____

Other : _____

Agreement of Biological Resource Transfer and Treatment

1. The Department of Biotechnology (“DOB”) of the National Institute of Technology and Evaluation shall transfer biological resources to a person/institution (“Recipient”), (i) if the Recipient requests the transfer by completing either one of the Order Forms 1 through 4 (“Order Form”) whichever appropriate for the type of biological resources Recipient requests, and (ii) if DOB finds the purpose and other information provided in the Order Form appropriate.
2. The Recipient guarantees that he/she will use the biological resources transferred from DOB and derivative(s), if any, of the transferred biological resources obtained by cultivation, amplification or other methods (the original and derived biological resources shall be collectively referred to as “Biological Materials”) by skilled persons in an appropriate facility and under proper conditions for safety.
3. The Recipient shall treat any of the Biological Materials he/she has received from DOB in strict compliance with all applicable laws and ordinances, guidelines and other regulations in Japan with respect to microorganisms and DNA, such as the Plant Protection Law, the Foreign Exchange and Foreign Trade Control Act, and the Law concerning the Conservation and Sustainable Use of Biological Diversity through Regulations on the Use of Living Modified Organisms. In addition, the Recipient shall be in strict compliance with all applicable laws, guidelines and other regulations of any foreign countries in which he/she will handle the Biological Materials.
4. The Recipient agrees, without objection, that he/she shall not allow any third party to use the Biological Materials he/she has received from DOB or any reproduction thereof, nor transfer or distribute any of the Biological Materials to any third party.
5. In case the Recipient receives from DOB a strain of microorganism requiring Biosafety Level 2*, he/she shall return to DOB immediately after its receipt a form entitled “Receipt of a Microorganism Requiring Biosafety Level 2.”
- * See the Safety Regulations for the Control of Pathogens and Other Organisms (revised in April 1999) of the National Institute of Infectious Diseases.
6. The Recipient agrees to indicate the NBRC ID of the Biological Materials in any presentation at a public conference, in any scientific paper or a similar publication.
7. If there is any defect in the Biological Materials transferred from DOB, DOB shall re-transfer another stock of the same biological material to the Recipient to replace the defective one upon receipt of a report from the Recipient within thirty days of the Recipient’s receipt of such biological material.
8. The Recipient acknowledges, without objection, (i) that DOB will not be liable for any damage incurred by the Recipient that arises from or in connection with any use, amplification, transfer, storage, or any other acts taken by the Recipient with respect to any transferred Biological Materials, unless such damage arises from the willful misconduct or gross negligence of DOB, and (ii) that, if DOB is liable for any damages, such liability shall be limited to an equivalent of the transfer fee that DOB has received from the Recipient upon transfer of the Biological Materials.
9. The Recipient acknowledges, without objection, that the transfer of biological resources does not constitute transfer to the Recipient of the intellectual property rights or any other rights of DOB or a third party of the biological resources, and the Recipient’s right to use the Biological Materials is limited to the extent permitted herein.
10. The Recipient recognizes, among other things, (i) that the Biological Materials are potentially hazardous, and (ii) that any cultivation, amplification, use, transfer, storage, or similar acts of the Biological Materials might infringe the intellectual property rights or other rights of a third party. The Recipient shall, at his/her expense and responsibility, take any action necessary to avoid any hazard, infringement or other problem concerning the Biological Materials.
11. The recipient agrees that DOB may carry out investigation of recipient’s capability of handling biological resources safely and adequately by a hearing over telephone calls or examining published documents whenever the need arises.
12. This Agreement shall be governed by the laws of Japan, and any dispute arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

(Revised: 19 February 2004 / 25 April 2005)