

**AGREEMENT / ORDER FOR IFM CULTURES**  
**For Domestic Use Only**

To Director General,  
Medical Mycology Research Center, Chiba University

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

SIGNATURE: \_\_\_\_\_

YOUR SIGNATURE IS REQUIRED FOR ACCEPTANCE OF ORDER.

2. Intended use: \_\_\_\_\_

DATE: \_\_\_\_\_

APPLICANT Name : _____ 印	NOTE: If you are a student, please apply through a teacher / professor of your laboratory.
Safety manager (or supervisor) Name : _____ 印	Billing address (if different from the one at left) Name : _____
Organization:	Organization:
Address:	Address:
TEL :	TEL :
E-mail :	E-mail :
Payment : Bank Transfer, Credit	

	IFM No.	Scientific name	Amount	BSL2*
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total amounts :				
Total Price :				JPY

\* Please check  when "Biohazard Level 2" are displayed at the online catalogue.

# AGREEMENT / ORDER FOR IFM CULTURES

## For Use Outside Japan

To Director General,  
Medical Mycology Research Center, Chiba University

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

SIGNATURE: \_\_\_\_\_

YOUR SIGNATURE IS REQUIRED FOR ACCEPTANCE OF ORDER.

4. Intended use: \_\_\_\_\_

DATE: \_\_\_\_\_

APPLICANT Name : _____ 印	NOTE: If you are a student, please apply through a teacher / professor of your laboratory.
Safety manager (or supervisor) Name : _____ 印	NOTE: Skip this section if you are a responsible person of the laboratory.
Organization:	
Address:	
TEL :	
E-mail :	
Delivery: EMS FedEx* (User ID: _____ )	

\* Any shipping costs are the responsibility of the user when FedEx.

	IFM No.	Scientific name	Amount	BSL2**
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total amounts :			a	
The charge for overseas remittance is required.				
Total Price :				JPY

\*\* Please check  when "Biohazard Level 2" are displayed at the online catalogue.

Last revision: 25th April, 2023

# Biological Resource Transfer and Treatment Agreement

Final Revised at 25<sup>th</sup> April, 2023

Revised at 1st April, 2020

Article 1. Medical Mycology Research Center of Chiba University (“MMRC”) shall distribute biological resources to a person/institution (“RECIPIENT”), on the condition that (i) the RECIPIENT requests by completing the “ORDER FORM”, and (ii) the RECIPIENT complies with the provisions of each of the following Articles.

Article 2. The RECIPIENT guarantees that the biological resources transferred from MMRC and their derivatives obtained by cultivation, amplification, or other methods (the original and derived biological resources shall be collectively referred to as “BIOLOGICAL MATERIALS”) are handled by skilled persons under proper conditions in an appropriate facility. The RECIPIENT agrees that MMRC may search published documents or interview with the RECIPIENT regarding the above warranty.

2 The RECIPIENT shall utilize the BIOLOGICAL MATERIALS in compliance with the purpose of utilization mentioned in the ORDER FORM. If the RECIPIENT wishes to use it for purposes other than those stated above, the RECIPIENT must obtain prior written consent from MMRC.

Article 3. The RECIPIENT shall treat any of the BIOLOGICAL MATERIALS transferred from MMRC in strict compliance with all applicable laws and ordinances, guidelines, and other regulations in Japan with respect to microorganisms and DNA, such as;

- i) Act on the Prevention of Infectious Diseases and Medical Care for Patients with Infectious Diseases
- ii) Domestic Animal Infectious Diseases Control Law
- iii) Plant Protection Act, the Foreign Exchange
- iv) Foreign Trade Act
- iv) Act on the Conservation and Sustainable Use of Biological Diversity through Regulations on the Use of Living Modified Organisms.

In addition, the RECIPIENT shall treat the BIOLOGICAL MATERIALS in strict compliance with all applicable local laws, guidelines, and other regulations of any foreign countries.

Article 4. This AGREEMENT does not transfer or grant to the RECIPIENT any ownership rights, intellectual property rights, or other rights attached to the BIOLOGICAL MATERIALS. This AGREEMENT does not grant RECIPIENT any commercial use of the BIOLOGICAL MATERIALS.

Article 5. The RECIPIENT agrees, without objection, that he/she shall not allow any third party to use the BIOLOGICAL MATERIALS received from MMRC or any reproduction thereof, nor transfer or distribute any of the BIOLOGICAL MATERIALS to any third party.

2        However, the BIOLOGICAL MATERIALS can be shared with the RECIPIENT's joint research partners, affiliated companies, business contractors, etc., provided that with prior written consent from MMRC. In this case, the RECIPIENT must notify MMRC of the name, safety officer, affiliation, address, contact e-mail address, and telephone number of the joint research partner, affiliated company, business contractor, etc. at the time of ordering.

3        The RECIPIENT shall obtain confirmation in writing from joint research partners, affiliated companies, business contractors, etc. that they will comply with the obligations. The RECIPIENT shall bear all responsibility by joint research partners, affiliated companies, business contractors, etc. in the event of intentional or negligent violation of the terms of this agreement, resulting in any disadvantage to MMRC.

Article 6.    The RECIPIENT agrees to provide appropriate acknowledgement of the source of the BIOLOGICAL MATERIALS in Materials and Methods or any other appropriate section in all publications reporting the use thereof. [e.g. XXXX (the resource name and IFM ID) was provided by Medical Mycology Research Center, Chiba University with support in part by National BioResource Project of the MEXT, Japan (<https://nbrp.jp/>).] The RECIPIENT also agrees to provide information regarding such publication to MMRC.

2        MMRC may request the RECIPIENT to report the progress and/or results obtained using the BIOLOGICAL MATERIALS, and the RECIPIENT shall respond truthfully to such request by MMRC.

Article 7.    The RECIPIENT shall promptly notify MMRC and consult with the Depositor, when the RECIPIENT wishes to apply for intellectual property rights based on the results obtained utilizing the BIOLOGICAL MATERIALS, or use the BIOLOGICAL MATERIALS for commercial purposes (including continued use as a research tool at a for-profit research institute).

Article 8.    MMRC may publicly disclose information described in Article 6 and 7, such as the RECIPIENT's organization name, trade name, etc., to increase the value of the BIOLOGICAL MATERIALS and to demonstrate the contribution of MMRC.

Article 9.    When the RECIPIENT requests a distribution of the BIOLOGICAL MATERIALS, the RECIPIENT shall additionally submit the documents specified by MMRC along with the ORDER FORM.

Article 10.   In principle, MMRC ships the BIOLOGICAL MATERIALS to the RECIPIENT via the postal service. However, MMRC will approve other carriers (ex. FedEx) after consultation, provided that safety assurance system can be confirmed by the carrier's agreement etc., and the RECIPIENT bears the all shipping charges. Both parties shall discuss to enable the amicable resolution of any accidents during shipment of the BIOLOGICAL MATERIALS.

Article 11.   In case the RECIPIENT receives a strain of microorganism requiring Biosafety Level

2 from MMRC, he/she shall return the form "Receipt of a Microorganism Requiring Biosafety Level 2" to MMRC immediately after the receipt of the BIOLOGICAL MATERIALS.

- Article 12. In case there is any defect in the BIOLOGICAL MATERIALS transferred from MMRC, MMRC shall resend another stock of the same biological material to the RECIPIENT to replace the defective one if contacted by the RECIPIENT within thirty days after the receipt of the material.
- Article 13. The RECIPIENT shall bear the cost of shipping, handling, and other expenses necessary for the preparation and distribution of the BIOLOGICAL MATERIALS. MMRC will not refund those fees to the RECIPIENT unless there is a justifiable reason.
- Article 14. The RECIPIENT recognizes, among other things, that the BIOLOGICAL MATERIALS are potentially hazardous. The RECIPIENT acknowledges, without objection, (i) that MMRC 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 willful misconduct or gross negligence of MMRC, (ii) that, if MMRC is liable for any damage, such liability shall be limited to the amount equal to the transfer fees that MMRC has received from the RECIPIENT upon transfer of the BIOLOGICAL MATERIALS. The RECIPIENT agrees without objection, that if the utilization of the BIOLOGICAL MATERIALS infringes on the intellectual property rights or other rights of a third party, the RECIPIENT shall respond at the RECIPIENT's responsibility and expense.
- Article 15. MMRC observes the Basic Guidelines for Personal Information of Chiba University, and acquires personal information of the RECIPIENT, including name, e-mail address, affiliated institution, address of affiliated institution, etc.
- 2 The purpose of acquiring personal information is as follows.
    - i) For carrying out the tasks required for distribution the BIOLOGICAL MATERIALS, responding to inquiries from the RECIPIENT, invoicing the fees and charges, and shipping etc.
    - ii) To obtain the feedback or advise from users by such as questionnaires, and use them for improving MMRC's resource services.
    - iii) To send information about resource-related activities at MMRC, such as new resources, symposiums, training seminars, and PR events.
- Article 16. In case the RECIPIENT is in breach of this AGREEMENT, MMRC may terminate this AGREEMENT and request the RECIPIENT to cease its subsequent use of the BIOLOGICAL MATERIALS and other resources of MMRC.
- Article 17. When the RECIPIENT completed the utilization for the purpose of use stated in the Order Form, or when the contract pertaining to this AGREEMENT is terminated, the RECIPIENT shall promptly dispose of the BIOLOGICAL MATERIALS.

Article 18. This AGREEMENT shall be governed by the laws of Japan. Any dispute arising from or in connection with this AGREEMENT shall be submitted to the exclusive jurisdiction of the Chiba District Court as the court of first instance.

Article 19. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the implementation hereof as well as the matters which are not expressly set forth in this AGREEMENT.