

Ordering form and agreement for distribution

Date:

Requestor's full name (family name in capital letters):

Requestor's affiliation and address:

Tel.:

Fax:

E-mail:

Billing address (if different from the above address):

I request the following culture strain(s).

Scientific name(s) and strain number(s):

Purpose of use (in detail):

1. The strains (including DNA, replicates and derivatives from the strains) that are distributed from the NIES-Collection, shall be available for education, research, tests, and other special purposes permitted by NIES, as well as for purposes in which public safety must be ensured. The strains are not intended to apply directly to humans. If the strains are toxic, the user hereby acknowledges and accepts the risks posed by toxic strains and shall use the strain in compliance with domestic and foreign laws, regulations, and guidelines. The user shall store and discard the strains appropriately. Even if "toxic" is not specified in the strain list, the user hereby acknowledges and accepts the potential risks of the strains and shall use the strains in compliance with domestic and foreign laws, regulations, and guidelines.
2. The user shall be requested to submit the application form personally.
3. The user shall not acquire any intellectual property rights by the purchase of the strain.
4. The user shall provide written notice to NIES when the purpose has changed considerably from the purpose that was stated at the time of submission.
5. The user shall not distribute the strains or their replicates and derivatives to any third party.
6. The user shall use the NIES strain number (e.g., NIES-125) when he/she uses a NIES strain in a paper that is subsequently published, and shall send two copies of the reprint(s) or photocopies thereof to the NIES-Collection.
7. When the use of the strain violates another person's rights, the user shall bear responsibility for this and shall deal with the matter on his/her own.
8. The user shall acknowledge the possibility that the strain is deficient and harmful, and inadequate for the user's aim. Thus, if the user suffers any loss by the strain, he/she shall bear responsibility for this and shall deal with the matter on his/her own.
9. The user shall submit the Strain Receipt Form within 1 week of the date of receipt of the strain. The user may request that the strain be sent again without charge if the strain does not show good growth during this warranty period. The NIES-Collection shall not bear any responsibility for mistakes by the user.

As mentioned above, the NIES-Collection (the supplier) and the user make two copies of the agreement, and the NIES-Collection and the user each hold one.

We, the NIES-Collection (the supplier) and the user, accept the above conditions in order to transfer the strain(s) used for the purpose(s) specified above.

<<Supplier>>

Organization: Microbial Culture Collection,
Biodiversity Resource Conservation Office,
Biodiversity Division,
National Institute for Environmental Studies
Address: 16-2, Onogawa, Tsukuba, Ibaraki 305-8506, Japan
Director: Hiroya YAMANO
Signature:
Date:

<<User>>

Organization:
Address:

Name of user (with title):
Position:
Signature:
Date:

Name of responsible person (with title):
Position:
Signature:
Date:
