

Terms and Conditions

This Terms and Conditions sets forth the mutually agreed terms and conditions for use of Biological Material received from National Institute of Technology and Evaluation (hereinafter referred to as "NITE"), NITE Biological Resource Center (hereinafter referred to as "NBRC") within the scope of purpose as provided under the order sheet with regard to Biological Material as described in the order sheet including request through online ordering service designated by NITE (herein after referred to as "Order Sheet").

Article 1 (Definitions)

Definitions of the terms used in the Terms and Conditions shall be as follows.

- 1.1 **"Biological Material"** means the following and including its Replicates.
 - (1) Microorganisms; bacteria, actinomycetes, archaea, filamentous fungi, yeasts, viruses (including bacteriophage), microalgae belong to the eukaryote, or protozoa
 - (2) DNA resources; microbial genomic DNAs and human DNA clones
- 1.2 **"Replicates"** means cultured or amplified substances of the Biological Material.
- 1.3 **"Derivatives"** means biochemical compounds resulting from the gene expression or metabolism of Biological Material and Replicates, even if they do not contain functional units of heredity.
- 1.4 **"Modifications"** means substances obtained by utilizing the Biological Material, or Derivatives. Modifications have different characteristics from their originals.
- 1.5 **"Resources"** means a generic term for the Biological Material, Derivatives and Modifications.
- 1.6 **"Applicant"** means a natural or legal person mentioned in the Order Sheet who applies for the distribution of the Biological Material.
- 1.7 **"Recipient"** means a natural or legal person who receives the Biological Material from NBRC (Delivery Address).
- 1.8 **"User(s)"** means a natural or legal person who utilized the Biological Material within the purpose of use described in the Order Sheet.
- 1.9 **"Depositor"** means a natural or legal person who deposits the Biological Materials to NBRC or who deposited to the Institute for Fermentation, Osaka (IFO) Biological Materials which were transferred from IFO to NBRC.
- 1.10 **"Commercial Use"** means the use of Resources for profit purposes such as manufacture of products, contract examination or contract research activities. It includes applications for intellectual property rights based on the results obtained by using the Resources.



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NBRC

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ISO9001 registration mark does not guarantee the quality of products or services themselves.

- 1.11 **"Non-Commercial Use"** means the use of Resources other than Article 1.10.
- 1.12 **"Country of Origin"** means the country which possesses the Biological Material in *in-situ* condition.
- 1.13 **"Provider Country"** means the country that supplies the Biological Material (irrespective of whether the country is the Country of Origin or not).
- 1.14 **"Conditions"** means the provisions of the Terms and Conditions and the individual conditions for utilization attached to the Biological Material. In the event of any discrepancy between the provisions of the Terms and Conditions and those of the individual conditions for utilization, the individual conditions for utilization shall prevail in principle.
- 1.15 **"BSL"** refers to a biosafety level and means a risk group classification set forth by NBRC as follows.
- BSL1: Agents that are unlikely to cause human or animal disease and unlikely to cause hazard to individuals and community.
 - BSL1*: Certain agents of BSL1 that have been reported to cause opportunistic infections. Notwithstanding, it should be noted that there is a possibility that agents of BSL1 category that are NOT categorized in BSL1* may also cause opportunistic infections.
 - BSL2: Pathogens that can cause human or animal disease but is unlikely to be a serious hazard to laboratory workers, the community, livestock or the environment. Laboratory exposures may cause serious infection, but effective treatment and preventive measures are available and the risk of spread of infection is limited. Pathogens of this group have moderate individual risk and low community risk.

Article 2 (Distribution of the Biological Material)

- 2.1 When the Applicant makes a request for the distribution of the Biological Material, the Applicant shall additionally submit the documents specified by NBRC along with the Order Sheet.
- 2.2 To receive the Biological Material requested, the Applicant shall pay NBRC the Material fee and other fees (hereinafter referred to as "Fee") specified by NBRC.
- 2.3 NBRC does not refund the Fee received under Article 2.2 to the Applicant except to the extent that NBRC accepts the cancellation or deems such action necessary based on the internal regulation of income management.

Article 3 (Shipment of the Biological Material)

- 3.1 In principle, NBRC sends the Biological Material to the Applicant via the postal service.
- 3.2 When the shipping address is a country or a region other than Japan, the Applicant shall implement the following.
- (1) Shipping and packaging fee of the Biological Material shall be borne by the Applicant in addition to the Fee.
 - (2) When the Applicant has specified a shipping method other than the postal service, the fees incurred shall be borne by the Applicant.
 - (3) The Applicant shall be responsible for the completion of procedures required for importation and transportation to the destination country or region.
 - (4) When the Biological Material shipped by NBRC fails to reach the Applicant due to reasons not attributable to NBRC, the Applicant shall not raise any objection against NBRC.

Article 4 (Utilization of the Resources)

- 4.1 The User(s) shall agree that the intellectual property rights and all other rights pertaining to the Biological Material in the possession of NBRC or a third party shall not be assigned to the User(s) with the distribution, and that the User(s) is not assigned any right other than the rights to utilize and dispose of the Resources to the extent mentioned in the Conditions.
- 4.2 The User(s) shall not allow any third party to utilize the Biological Material distributed by NBRC. Notwithstanding, in the case of any of the following, the User(s) may allow a third party to utilize the Resources, provided that it does not violate the individual conditions for utilization attached to the distributed Biological Material. In this case, the User(s) shall make the third party strictly adhere to the Conditions, and as soon as the utilization is completed, the User(s) shall make the third party dispose of the Resources or return them to the User(s).
 - (1) Outsourcing by User(s) to such third party for the purpose of analysis, cultivation, etc., within the purpose of the utilization described in the Order Sheet.
 - (2) Joint research conducted between the User(s) and such third party within the purpose of the utilization described in the Order Sheet, provided that information on such third party shall be notified to NBRC prior to such utilization.
 - (3) When permitted by NBRC
- 4.3 The User(s) also shall not distribute or allocate the Biological Material. Moreover, the User(s) shall utilize the Resources in compliance with the following items:
 - (1) Provisions of the Terms and Conditions and its Annexed Table
 - (2) The purpose of utilization mentioned in the Order Sheet
 - (3) The place where utilization takes place shall be within the facility of the organization mentioned in the Order Sheet
 - (4) The conditions for utilization specified in the NBRC online catalog and separate documents.
- 4.4 The User(s) shall be aware that the Resources are organisms or biological substances meaning that their properties change, and that they may have defects or potential risks. Therefore, the User(s) shall take appropriate measures in which the personnel having knowledge and technical skill install adequate facilities and implement proper management systems for handling the Resources.
- 4.5 For the utilization of the Resources that fall under the category of BSL2, the User(s) shall comply with the following in order to prevent infection, provided, however, that this shall not apply when there are separate rules laid down at the User(s)'s organization.
 - (1) Conduct experiments in the work zone with limited access
 - (2) Conduct experiments that may generate aerosol in biological safety cabinets
 - (3) Forbid the entry of unauthorized personnel when work is being carried out
 - (4) Sterilize equipment and cultures used in the experiment
- 4.6 The User(s) shall strictly comply with the laws, regulations, rules, and ordinances, etc. applicable in the country or the region where the Resources are utilized.
- 4.7 The User(s) shall acknowledge that some actions including the utilization of the Resources may violate the intellectual property rights of any third party, or the sovereign rights etc. of the Country of Origin or the Provider Country, therefore the User(s) shall take all necessary measures at its expense and responsibility to address such situation.
- 4.8 When prior discussion with the Depositor is required according to the conditions for utilization

of the Resources, the User(s) shall have a prior discussion with the Depositor, and the User(s) shall not utilize the Resources without reaching agreement with the Depositor.

- 4.9 When the utilization is completed, the User(s) may dispose of the Resources without permission from NBRC or the Depositor.
- 4.10 In the event where the User(s) may not agree to the Conditions, or when it has become clear that the User(s) has violated the Conditions, the User(s) shall promptly stop the utilization, dispose of the Resources, and report to NBRC.
- 4.11 When publishing the results obtained by utilizing the Resources, the User(s) shall clearly state the NBRC Number of the Biological Material distributed by NBRC and notify the information to NBRC after publication.
- 4.12 In the event that Commercial Use of the Resources is carried out by the User(s) based on the Conditions, the User(s) shall promptly notify NBRC immediately after Commercial Use except where NBRC permits.
- 4.13 The User(s) shall agree that NBRC may dispose of or discontinue the publication and distribution of the Biological Material in possession of NBRC without prior notification to the User(s).

Article 5 (Handling of information)

- 5.1 NBRC may use the information described in the Order Sheet and the documents relevant thereto (including without limitation personal information and information obtained by phone) submitted by the Applicant based on Article 2.1 for the following purposes.
- (1) For carrying out the tasks required for the distribution of the Biological Material, such as responding to the inquiries received from the Applicant, invoicing the fees and charges, and shipping the Biological Material.
 - (2) For sending information and questionnaire surveys regarding the services of the organization, seminars, symposiums, training sessions, etc. conducted by the organization provided the prior permission of the Applicant is obtained.
- 5.2 Notwithstanding Article 5.1, when a request for disclosure of information is made or a need of mandatory reporting arises out of treaties, conventions, laws and regulations, rules, ordinances etc. or when there are other reasons where disclosure is deemed necessary by NBRC, NBRC may disclose the details of the distribution, including personal information, to a third party.
- 5.3 In addition to the foregoing Article 5.1 and Article 5.2, in respect of handling personal information, the terms under Privacy Policy as attached hereto as Exhibit_2 shall be deemed to be accepted by the Applicant.

Article 6 (Limitation of liability for damage)

- 6.1 The Applicant, Recipient or User(s) shall agree that NBRC shall have no liability whatsoever for damages suffered by the Applicant, Recipient or User(s) caused by or in relation to any action concerning the utilization of the Resources, or delayed delivery or undelivered shipment of the Biological Material, unless it is due to NBRC's willful intentions or gross negligence. In cases where NBRC is liable, the Applicant, Recipient or User(s) shall agree that NBRC's liability is limited to the amount equivalent to the fees related to distribution of the Biological Material.

6.2 With regard to defects such as death or bacterial contamination of the Biological Material distributed by NBRC, in principle, when informed by the Applicant within 60 days of shipment or when the defect is attributable to NBRC, NBRC sends the same Biological Material or equivalent without any charge for one time only.

Article 7 (Governing law and the court of agreed jurisdiction)

7.1 The Terms and Conditions shall be governed by the laws of Japan.

7.2 NBRC and the Applicant, Recipient or User(s) hereby agree that the Tokyo District Court shall have exclusive jurisdiction in the first instance to adjudicate any dispute arising out of or relating to the Terms and the Conditions.

Article 8 (Discussion)

NBRC and the Applicant, Recipient or User(s) shall discuss in sincere faith for matters not set forth in the Terms and Conditions and for any ambiguities that arise in the interpretation of the Terms and Conditions.

(March 2021)

Form1 Exhibit_2 Privacy Policy

Privacy Policy

(1) Basic premise

The Biological Resource Center, National Institute of Technology and Evaluation (NBRC) (hereinafter referred to as the "Organization") operates the NBRC online catalogue (hereinafter referred to as the "Site") of the Organization while taking care to protect the privacy of the users of the Site (hereinafter referred to as the "Site Users"). In addition, the personal information provided by Site Users is appropriately managed under the "Act on the Protection of Personal Information Held by Administrative Organs (Act No. 59 of 2003)" and the "Personal Information Protection Management Regulations" of the Organization.

(2) Scope of the information to be collected

- a. The Site automatically collects Internet domain names, IP addresses, web search queries and other information about access to the Site. Moreover, for the contents where it is mentioned that the cookies (information transmitted from the server to the user's browser and stored on the user's computer in order for the server to identify users) are used, cookies are collected automatically.
- b. When the Users wish to request for the Biological Material by using the Site, the Organization asks the Users to provide personal information such as name, telephone number, e-mail address, affiliated institution, and affiliated institution's address (hereinafter referred to as "Personal Information"). In addition to the above, the Organization may record the request history of the Biological Material and the purpose of the request (hereinafter referred to as the "Request History").

(3) Purpose of collecting information

- a. The information collected in (2)a. will be used as a reference for the smooth operation of the services provided by the Site.
- b. The Personal Information collected in (2)b. is used for the following purposes.
 - i. For carrying out the tasks required for the distribution of the Biological Material, such as responding to the inquiries received from the Site Users, invoicing the fees and charges, and shipping the Biological Material.
 - ii. For sending information and questionnaire surveys regarding the services of the organization, seminars, symposiums, training sessions, etc. conducted by the organization provided the prior permission of the Site User is obtained.

(4) Limitations on use and provision of the Personal Information collected

The Personal Information collected on the Site will not be provided to third parties except in the following cases.

- a. When there is a request for disclosure under treaties, laws, regulations, ordinances, etc., or when a reporting obligation arises
- b. When the owner of the Personal Information agrees for the disclosure
- c. When taking measures under the provisions of laws and regulations
- d. When the information of the Site User falls under the prohibited matters set forth in the respective clause of Article 6 of the Terms of Use
- e. When taking measures that are considered indispensable for the preservation of the accumulated information due to the maintenance of the Site and other related facilities
- f. When it is essential to protect the important interests in terms of public life, health, property, and the like

(5) Measures to ensure safety

The Organization takes measures necessary to prevent the leakage, loss or destruction of the collected information, prevent unauthorized access, and to appropriately manage the collected information.

(6) Revision and suspension of use of the Personal Information

The Site User can log in to the Site and revise the Personal Information entered by the Site Users on the account registration screen. If there is an inquiry from the Site User regarding the correction or suspension of use of the Personal Information, the Organization will promptly respond to it within a reasonable scope after verifying the identity of the person.

(7) Scope of application

“Privacy Policy” given here applies to the Site only.

(8) Revision of “Privacy Policy”

” Privacy Policy” may be revised without any notice. When any revision is made, it will be posted on the Site.

(9) About EU General Data Protection Regulation (GDPR)

Pursuant to the implementation of the “EU General Data Protection Regulation (GDPR)” on May 25, 2018, check the following if you live in the European Economic Area (hereinafter referred to as "EEA").

- a. The Personal Information collected on the Site is used only for the purpose described in “(3) Purpose of collecting information”.
- b. The Personal Information is stored on a server in Japan installed by the Organization. The Organization appropriately manages the Personal Information of the Site Users.
- c. If you would like to take the following steps regarding your Personal Information, please contact us at the contact details given in (11). Moreover, you can also file a complaint with the supervisory authority of the EEA member state in which you live.
 - i. Accessing the Personal Information
 - ii. Correcting the Personal Information
 - iii. Suspension of use of the Personal Information
 - iv. Deleting the Personal Information
 - v. Placing restrictions on processing the Personal Information
 - vi. Data portability of the Personal Information
 - vii. Filing objections
- d. For the Site Users who provided the Personal Information, it will be considered that they have agreed to the above. The Site Users have the right to withdraw this consent at any time, and withdrawal of this consent does not affect the legality of data processing or data transfer before withdrawal.

(10) Security

The Site is certified by a digital ID. Data entry and transmission in the shopping cart will be sent with all communication between your web browser and server encrypted by SSL encryption.

(11) Inquiries

TEL : 0438-20-5763 (Biological Resource Center, Culture Collection Division 10:00-17:00 Except Saturday, Sunday, and Public Holidays)

MAIL; nbrc@nite.go.jp

Formulated on March 2021

Annexed Table. Conditions for utilization

	Description in the NBRC online catalog	Conditions for utilization
1	Prior notification to DEPOSITOR required upon COMMERCIAL USE	The USER may conduct NON-COMMERCIAL USE on the RESOURCES. When the USER wishes to make COMMERCIAL USE of the RESOURCES, including the application for intellectual property rights, the USER shall notify the DEPOSITOR in advance. The DEPOSITOR shall not place any restriction on the COMMERCIAL USE. The USER includes an organization or individual that engages in business activities for the purpose of making a financial profit, such as a company or enterprise.
2	Prior agreement with DEPOSITOR required upon COMMERCIAL USE	The USER may conduct NON-COMMERCIAL USE on the RESOURCES. When the USER wishes to make COMMERCIAL USE of the RESOURCES, including the application for intellectual property rights, the USER shall reach an agreement with the DEPOSITOR before the COMMERCIAL USE takes place. The USER includes an organization or individual that engages in business activities for the purpose of making a financial profit, such as a company or enterprise.
3	NON-COMMERCIAL USE only	The USER may only conduct NON-COMMERCIAL USE on the RESOURCES. Applications for intellectual property rights may not be filed. The USER includes an organization or individual that engages in business activities for the purpose of making a financial profit, such as a company or enterprise.
4	Specific conditions for utilization set by the DEPOSITOR	The USER shall abide by the conditions for utilization specified by the DEPOSITOR. The conditions are shown in the strain data of NBRC online catalog