

Consent Form

The applicant agrees as follows on the use of the biological genetic resources for which the applicant applied for distribution as of ____ / ____ / ____ (YY/ MM/DD):

1. The applicant shall not use the biological genetic resources for any purpose other than the Research (including breeding) entered in the Application Form for the Distribution of Genetic Resources, or education purposes. If the applicant changes the stated purpose from the Research (including breeding), or education purposes, the applicant shall only apply these changes with the prior permission of the National Agriculture and Food Research Organization (hereafter referred to as the "NARO"), and the Director of the Genetic Resources Center, (hereafter referred to as the "Director") using the "Notice of Changes" (Form No. 4). The applicant should obtain prior permission from the Director if the applicant ships the biological genetic resources received to a country other than the applicant's original place of receipt.
2. If such intellectual property rights as breeders' rights and patent rights and any other rights are attached, the applicant agrees that such rights shall not be assigned to the user.
3. The applicant shall not transfer, resell, or loan to any third party the biological genetic resources received. "Transfer", "resale", and "loan" here shall include relocation, transfer or delivery of the rights under item 2.
4. If such intellectual property rights as breeders' rights and patent rights, and any other rights of third parties are infringed, the user or its affiliated organization shall assume any liabilities, of third parties, including the NARO, suffer from damages due to the violation of such rights, the user or its affiliated organization shall compensate the third parties for these damages.
5. The applicant shall not bring any objection to accidents and losses, etc. caused by the biological genetic resources received.
6. The applicant recognizes that biological genetic resources might have defects and flaws, and that they may not necessarily be suitable for a specific purpose. The responsibility for this matter will be addressed by the applicant or its affiliated organization, without claiming any liability from the NARO, etc. if the applicant or its affiliated organization suffered from losses from the use. An exception to this clause will be made for damages caused by intention or gross negligence of the NARO.
7. As soon as the period of use is terminated, the applicant will submit a "Report on Research Results" (Form No. 5) to the Director. If the applicant published the results of the Research (including breeding), or education, obtained by the use of the biological genetic resources, the applicant will specify that the applicant received the biological genetic resources from the NARO Genebank Project, and the applicant will submit all published articles and data, etc. to the Director.
8. The applicant shall not claim any intellectual property or other rights that limit the access to and use of the biological genetic resources provided under this agreement, or its genetic parts or components, in the form received. If the applicant intends to acquire new intellectual property rights, such as breeders' rights and patent rights, and any other rights through the use of the biological genetic resources, the applicant will give prior notice to the Director.
9. In the case of biological genetic resources introduced from overseas, regarding the benefits arising from the biological genetic resources, the applicant will respect the sovereign rights of the country of origin in accordance with the Convention on Biological Diversity, and will comply with the terms and conditions of material transfer agreements, etc. executed in distribution of the biological genetic resources.
10. The applicant shall handle the biological genetic resources introduced from overseas within the scope permitted by the related laws and regulations, conventions, and schemes, etc.
11. If the Agreement was breached, the applicant shall immediately stop using the biological genetic resources, and shall return or dispose of these resources in accordance with the instructions of the Director.
12. If any disagreement arises about matters not stipulated herein and performance hereof, the applicant will have consultations with the Genetic Resources Center to resolve it amicably.
13. The Agreement shall be governed by the laws of Japan, and the Tokyo District Court shall be the court of first instance over any disputes arising herefrom or related hereto.

To: Director, Genetic Resources Center, NARO.

Date (YY/ MM/DD): ____ / ____ / ____

Name of Applicant: _____

Signature: _____

Name of the Head of the Affiliated Department: _____

Signature: _____