Japan Agency for Marine-Earth Science and Technology (JAMSTEC)

Attention: Director, Earth Surface System Research Center (ESS), Research Institute for Global Change (RIGC)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Requesting Party:
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUEST FOR SAMPLE ANALYSIS**

I/We hereby request the sample (“Sample”) analysis as follows:

1. Sample Information

Name of Sample:

Place where Sample was taken:

Date and time when Sample was taken (if available):

Quantity/number of Sample:

Purpose of analysis:

2. Requesting Party Information

Affiliation:

Name:

Post address (to which Sample should be returned):

Phone:

Email address:

3. Terms of Agreement

(Compliance with laws and regulations)

Neither the Sample to be analyzed nor the act of analyzing the Sample is in violation of any laws of the country of the Requesting Party, the Convention on Biological Diversity and other conventions and treaties, international laws, any other laws and regulations, or any rules and restraints of the industry concerned.

(Handling of the Sample)

The Requesting Party retains the ownership of the Sample even while it is analyzed by JAMSTEC, who shall, in principle, return the Sample upon completion of the analysis. JAMSTEC shall handle the Sample with the same degree of care as it accords in the handling of its own properties and assets.

　(Indemnification and liability)

1. The Requesting Party agrees to make no claims against JAMSTEC and will not hold JAMSTEC liable for any damages that may be caused as a result of the analysis unless one of the following applies:
	1. The Sample has been modified, damaged, lost, or the analysis has been interrupted for reasons of intent or gross negligence on the part of JAMSTEC, or
	2. The analysis results are obviously erroneous for reasons of intent or gross negligence on the part of JAMSTEC.
2. The Requesting Party shall be liable for any loss or damage originating from the Sample that is sustained by JAMSTEC or by a bona fide third party. The Requesting Party shall compensate for such loss or damage in its own name and cost. JAMSTEC shall not be held liable. If circumstances require that JAMSTEC make the compensation for such loss or damage, the Requesting Party shall reimburse all the costs and expenses borne by JAMSTEC.

(Warranty)

If the Sample to be requested for analysis contains any hazardous materials or poisonous substances specified in the United Nations Recommendations on the Transport of Dangerous Goods or the Fire Service Act, or hazardous materials such as poisonous or deleterious substances specified in the Poisonous and Deleterious Substances Control Act, the Requesting Party shall inform JAMSTEC regarding the same in advance, detailing their identities and respective quantities. The Requesting Party warrants that, except for the substances thus notified to JAMSTEC, the Sample contains no such hazardous materials at all.

The Requesting Party further warrants that the Sample to be requested for analysis does not infringe upon any intellectual property rights or other rights of any third party. In the event that any claim, objection, grievance, royalty, or damage compensation is brought up in relation to the Sample, the Requesting Party shall, at its own responsibility and cost, address and dissolve such a dispute and shall not hold JAMSTEC responsible.

(Method of analysis)

　The method and other details of the analysis to be conducted shall be separately discussed with the person in charge.

　(Handling of the outcomes)

Any outcomes that may be obtained based on the analytical data prepared and delivered to the Requesting Party by JAMSTEC (inventions, devices and designs (hereinafter referred to as “Inventions”), any rights to patent, utility model, or design pertaining to the Inventions (intellectual properties including the rights to be granted patents, registered utility models, registered designs) as well as copyrighted materials and tangible objects created) shall belong to the Requesting Party, and any knowledges, knowhow, outcomes, and intellectual properties pertaining to analytical techniques and technologies that may be obtained through the analysis of the Sample shall belong to JAMSTEC.

　(Public disclosure of the outcomes)

　　Arrangements for and other details of any public disclosure of the outcomes shall be discussed separately with due consideration of the Data Policy of JAMSTEC (\*).

(Burden of costs and expenses)

The Sample will be analyzed free of charge. The Requesting Party shall be responsible for the costs of submission/transportation of the Sample to JAMSTEC and return transportation to the Requesting Party. (In principle, JAMSTEC will return the Sample freight collect.)

(Analysis period)

It is understood by the Requesting Party that the requested analysis may not be completed by the expected date of completion for reasons of unavailability of the required analytical equipment and instruments, difficulty of the requested analysis, and other circumstances. JAMSTEC shall not be held liable for any damage resulting due to the extra time required for completion of the analysis.

(Confidentiality)

The Requesting Party agrees not to divulge to any third party any commercially or technically useful confidential information disclosed to it by JAMSTEC and not to use it for any purposes other than that for which it has requested the analysis.

(Discontinuation of Sample analysis)

　　JAMSTEC reserves the right to discontinue the requested analysis and return the Sample in the event that the Sample is not analyzable or is otherwise unfit for analysis or that the Requesting Party fails to comply with the terms of agreement set forth above. JAMSTEC shall not be liable for any damages caused to the Requesting Party by the discontinuation of the analysis.

\* Basic Policies on the Handling of Data and Samples by Japan Agency for Marine-Earth Science and Technology (Data Policy)
 (<https://www.jamstec.go.jp/e/database/data_policy.html>)