

Example for Agreement on Issuance of Notification of Acquisition of the Genetic Resource in Japan

Agreement on Issuance of Notification of Acquisition of the Genetic Resource in Japan

To the President of
The National Institute of Technology and Evaluation (NITE)

Applicant [Instruction 1]

Hanako Iroha, President

Name (of the representative)

A Corporation

Organization (if applicable)

[Instruction 2]

In submitting a request to the National Institute of Technology and Evaluation ("NITE") for the issuance of Notification of Acquisition of the Genetic Resources in Japan ("Notification") dated (Month) (Day), (Year), the Applicant agrees to the terms and conditions set forth below.

Article 1 (Definitions)

The definitions of the terms used in this agreement are based on the "Convention on Biological Diversity" ("CBD"), the "Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity", and the "Guidelines on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization" (Public Notice of the Ministry of Finance, Ministry of Education, Culture, Sports, Science and Technology, Ministry of Health, Labour and Welfare, Ministry of Agriculture, Forestry and Fisheries, Ministry of Economy, Trade and Industry, and Ministry of the Environment No.1 of 2017) ("ABS Guidelines").

Article 2 (Scope of application)

2.1 For the issuance of the Notification, the genetic resource shall meet all the following conditions:

- (i) The "country of origin of genetic resources" is Japan.
- (ii) The "country providing genetic resources" is Japan.

2.2 The Notification shall be issued only for the utilization of the genetic resource set forth in Article 2.1 and shall meet all the following conditions:

- (i) The genetic resource is utilized for businesses that are under the jurisdiction of the Minister of Economy, Trade and Industry of Japan.
- (ii) The genetic resource is NOT utilized under "The International Treaty on Plant Genetic Resources for Food and Agriculture"(ITPGRFA), which is outside the scope of the ABS Guidelines, as provided for in Chapter 1, No 3, 2 of the ABS Guidelines.
- (iii) The genetic resource is NOT utilized under "The Pandemic Influenza Preparedness Framework (PIPF) ", which is outside the scope of the ABS Guidelines, as provided for in Chapter 1, No.3, 2 of the ABS Guidelines.

Article 3 (Implementation of the Service)

3.1 After receiving an Application for Issuance of Notification of Acquisition of the Genetic Resource in Japan ("Application") from the Applicant, NITE shall confirm whether issuance is possible, issue the Notification, and report the issuance to the Minister of Economy, Trade and Industry of Japan.

3.2 NITE shall ensure the validity of the Notification by posting the reference number of the Notification on NITE's website.

3.3 When re-issuance of the Notification is required, the Applicant shall make a request by submitting the prescribed document to NITE. Upon submission of the document, NITE shall issue the Notification based on the latest registered information held by NITE.

- 3.4 When the content of the Notification needs to be revised, the Applicant shall submit the prescribed document to NITE. NITE shall then update the information and issue the Notification with the updated information.
- 3.5 If the Applicant wishes to make changes as to whether a copy of the Notification is to be posted on NITE's website, the Applicant shall submit the prescribed document to NITE. Upon submission of the document, NITE shall make the necessary changes.
- 3.6 The procedures mentioned from 1 to 5 above, are generically referred to as the "Service".

Article 4 (Handling fee)

- 4.1 The Applicant shall pay the handling fee to NITE prior to the implementation of the Service under Article 3.1, 3.3 and 3.4.
- 4.2 NITE shall not, under any circumstances, refund the handling fee once received.

Article 5 (Warranty by the Applicant)

- 5.1 The Applicant shall warrant that there is no false or omitted information in the Application and other documents set forth in Article 3.
- 5.2 When the Application and other documents set forth in Article 3 have false information, or the content which needs to be written is not written, or when the Applicant has violated this agreement, the Applicant agrees that NITE shall not be held responsible for any damage due or related to any of these reasons.
- 5.3 The Applicant shall give answers to queries from NITE with regard to the Service in good faith.
- 5.4 If it turns out that there is an error(s) in the Application and other documents set forth in Article 3, the Applicant shall promptly notify NITE.

Article 6 (Handling of information by NITE)

NITE shall not disclose any information submitted by the Applicant except for the following cases;

- (a) Information necessary for the implementation of the Service that Applicant agrees to disclose.
- (b) When the Ministry of Economy, Trade and Industry requests for the disclosure of information related to the issuance of Notification.
- (c) When a written request for disclosure of information is submitted by the Applicant.

Article 7 (NITE's exclusion of liability)

NITE shall not assume any responsibility whatsoever with respect to the Applicant and third parties, concerning the genetic resource and related information described in the Application and the Notification.

Article 8 (Assignment or transfer of the Service)

NITE may comprehensively assign the Service to a third party, and assign all or part of its contractual status, rights and obligations which NITE has as the Service Trustee with respect to the Applicant.

Article 9 (Governing law and the court of agreed jurisdiction)

This agreement shall be governed by the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance to adjudicate any dispute arising out of or relating to this agreement.

Article 10 (Discussion)

NITE and the Applicant shall discuss in good faith about matters not set forth in this agreement and for any ambiguities that arise in the interpretation of this agreement.