

Terms and Conditions of Instrumental Analysis Services

Article 1. Purpose

These Terms and Conditions are the basic agreement between Hokkaido University (hereinafter referred to as “the University”) and the party requesting instrumental analysis (hereinafter referred to as the “Outsourcer”) necessary for the University to conduct services such as analysis requests (hereinafter called the “Service”) that the University accepts from the Outsourcer based on Article 2 (4) and (5) of the Regulations of Consigned Analysis/Processing by Hokkaido University Creative Research Institution Global Facility Center (hereinafter referred to as the “Regulations”).

Article 2. Execution of Agreement

1. The Outsourcer shall request for the Service by submitting the prescribed application form with all required items to be filled in to the Executive Director of the Hokkaido University Creative Research Institution (hereinafter referred to as the “CRIS Executive Director”).
2. The CRIS Executive Director may approve an application for the Service only when such application is recognized to be extremely meaningful for education and research, and will not interfere with the usual operation of the Hokkaido University Creative Research Institution Global Facility Center (hereinafter referred to as “GFC”).
3. The individual agreement of the Service shall come into effect when the Outsourcer agrees to be bound by these Terms and Conditions and applies for the Service upon the prescribed application form, and such application is approved by the CRIS Executive Director.
4. Regardless of the outcome of the agreement, Article 6 shall be applied regarding the items stated in the application form.

Article 3. Transfer and Disposal of Samples

1. The Outsourcer shall provide samples required for the Service to the technical employee of GFC who shall be in charge of the Service (hereinafter referred to as the “Technical Employee”).
2. The University may refuse to accept any sample provided based on

the preceding paragraph if such samples are poisoned, illegal or may damage the facility, or the Technical Employee judges unacceptable due to any other legitimate reasons.

3. If any health and safety precautions, toxicity, or pharmacological activities is known regarding any samples to be provided based on paragraph 1, the Outsourcer shall disclose such information to the University.
4. Unless otherwise specified and approved by the Technical Employee, the University shall not return any samples provided by the Outsourcer.
5. The Outsourcer shall bear all costs necessary for the transfer and return of samples.

Article 4. Implementation and Report of the Service

1. The Service shall be conducted by the Technical Employee in accordance to the submitted application form.
2. When requested by the Outsourcer, the Technical Employee shall notify the Outsourcer the expected measurement date or the expected delivery date of the results. If there shall be any change in the date notified, such change must be notified to the Outsourcer immediately.
3. If it becomes impossible to conduct the Service due to unpredictable breakdown of facilities, sudden illness of the Technical Employee, natural disaster, or any other unavoidable circumstances, the Service may be postponed or terminated upon consultation between both parties.
4. The University shall send to the Outsourcer the analysis results promptly after the measurement with a prescribed shipment notification.

Article 5. Analysis Charges

1. The University shall provide the Outsourcer with an offer of the analysis charges and other related fees to be paid under the Regulation (hereinafter referred to as the “Analysis Charges”) based on the submitted application form.

2. If there shall be any modification in the offered charges in the preceding paragraph, the University shall promptly notify and obtain the consent of the Outsourcer.
3. The Outsourcer shall pay the Analysis Charges by the due date described in the invoice to be issued by the University after the completion of the Services.
4. If it becomes necessary for the Outsourcer to suspend the Service, the Outsourcer shall notify the Technical Employee immediately.
5. Even if the Service is terminated pursuant to the preceding paragraph, the Outsourcer must pay the Analysis Charges; provided, however, that this shall not apply if the University has not conducted the Service yet or no expenses have been incurred.

Article 6. Confidentiality

1. All information provided from the other party, and any other technical, educational, or business information of the other party known in the course of the Service (hereinafter referred to as "Confidential Information") shall not be disclosed or leaked to any third party without a prior written consent of the other party; provided, however, that this shall not apply to the following:
 - A) any information required to be disclosed based on law, or order of a court or any other public institution;
 - B) any information which is already in the public domain as of the date of disclosure;
 - C) any information which has entered the public domain through no fault of the receiving party after disclosure;
 - D) any information which can be proved to be already known to the receiving party as of the date of disclosure; and
 - E) any information which is legally obtained by the receiving party without being bound by any obligation of confidentiality from a third party.
2. At the disclosing party's written request, the receiving party shall dispose of all Confidential Information after the Service is completed.
3. The Confidential Information shall be used only for the purpose of the Service, and shall not be used for any other purposes without the prior written consent of the disclosing party.

Article 7. Indemnity, No Warranties, and Liabilities

1. The University shall not be liable for any and all damages related to the usage of the analysis results.
2. Either party makes not representation or warranties of any kind for technical, economical, or any other matters for any reason

whatsoever regarding the provided information or analysis results of samples.

3. The Outsourcer shall notify the University when the Outsourcer uses or publicize the analysis results in any research paper or conference presentation.
4. In case the Outsourcer wishes to use or publicize the analysis results for any other purposes than provided in the preceding paragraph, the Outsourcer shall obtain the University's prior consent.
5. The Outsourcer shall compensate the University for any damages incurred in relation to the violation of laws or the Regulation, or the breach of these Terms and Conditions by the Outsourcer.
6. The University shall not be liable for any damages incurred by the Outsourcer due to the postponement or termination of Service pursuant to Article 4.3.
7. If the University agrees that there was an inadequacy or error to the analysis result, the University shall reconduct the Service upon consultation with the Outsourcer.
8. If the University cannot reconduct the Service as set forth in the preceding paragraph, the University shall refund the Outsourcer to the maximum of the Analysis Charge.
9. The University makes no representation or warranties of any kind, either express or implied, that the analysis results or the usage of such results does not interfere with the intellectual property of any third party.

Article 8. Term

1. These Terms and Conditions shall be effective for 3 years after the date the Service is approved by the University; provided, however, that such term may be extended or shortened for a necessary period upon agreement between both parties.

Article 9. Consultation

1. Any matter not stipulated in, or any question relating to the interpretation of these Terms and Conditions shall be resolved through consultation in good faith between both parties.

(2017.6)