

未来を育てる会社

IWATA CHEMICAL

# Guidelines for the Distribution of Yeast Strain



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(Attached documents)

Agreement / Order to Distribute Yeast (for Microorganism)

Agreement of Yeast Transfer and Treatment

\* Each form of the documents is also found on the following website :

URL : <http://www.i-kagaku.co.jp/>

# BIO-TEC IWATA

## Preface

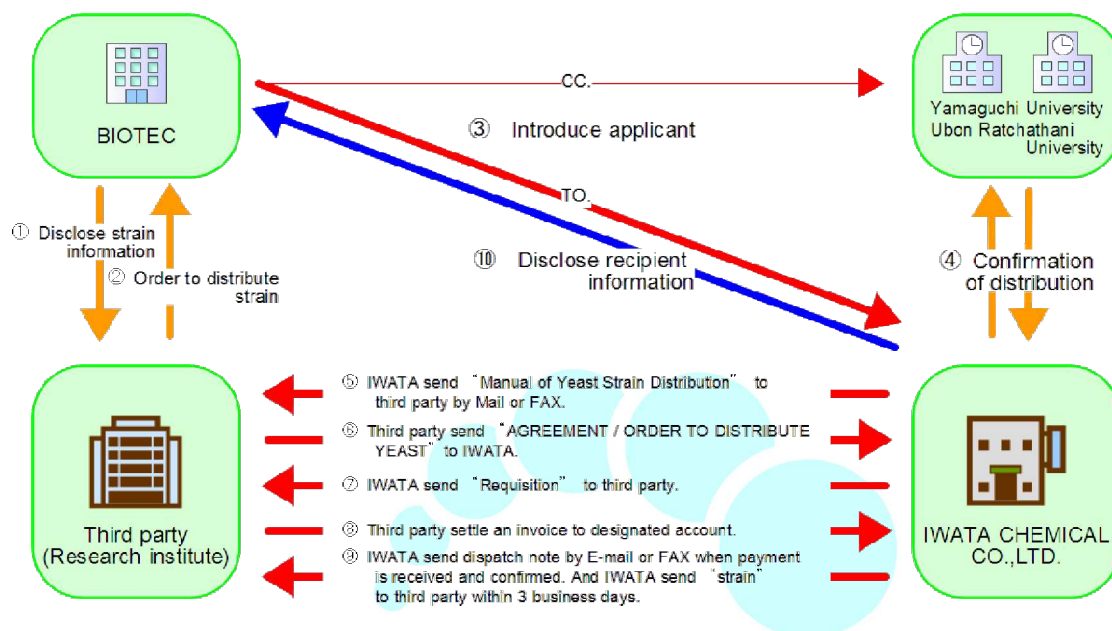
Since its establishment in 1957, IWATA CHEMICAL CO.,LTD. has engaged in its business based on "Fermentation Technology".

The strains which IWATA CHEMICAL CO.,LTD. distributes are the strains that belongs to the yeast (*Kluyveromyces marxianus*) resulting from the joint research of Yamaguchi University (YAU), Ubon Ratchathani University (UBU) and IWATA CHEMICAL CO.,LTD. (IWATA) using the funds of Ubon Ratchathani University and New Energy and Industrial Technology Development Organization (NEDO). These yeast strains exhibit excellent growth and ethanol fermentation at high temperatures. Ubon Ratchathani University, Yamaguchi University and IWATA CHEMICAL CO.,LTD. have exchanged memorandums complying with the Convention on Biological Diversity (CBD) with regard to such joint researches on the yeast strains, and any transfers of the yeast strains to those who are ordering for the yeast strains which shall be carried out under the consent of the said three parties.

These guidelines explains the details of the specific steps for which a person who orders to distribute samples of the yeast strains should follow for a smooth procedure.

## 1. About ordering to distribute yeast

### (1) Flow of yeast transfer



In principle, an order to distribute should be made through the website of National Center for Genetic Engineering and Biotechnology (BIOTEC) of Thailand (<http://www.biotec.or.th/>), and IWATA CHEMICAL CO.,LTD. will distribute samples of the yeast strains from BIOTEC based on the information of the order to distribute. Please note that all information of those who ordered to distribute samples of the yeast strains and actually received such yeast strains from our company shall be given to BIOTEC and such information shall be protected from disclosure.

### (2) Yeasts to be distributed

IWATA CHEMICAL CO.,LTD. distributes samples of the yeast strains of *Kluyveromyces marxianus* (BCC 43577, 47347, 47348, 47349, 47350, 47351, 47352, 47353, 47354, 47355) that have been jointly-developed by Ubon Ratchathani University, Yamaguchi University and IWATA CHEMICAL CO.,LTD. and co-deposited by the three parties with BIOTEC.

### (3) Order to distribute

These guidelines will be sent to those who ordered to distribute via either e-mail or facsimile. Please review "Agreement of Yeast Transfer and Treatment" in advance and order to distribute of the yeast strains only if the recipient agrees to these terms and conditions of the agreement. For order, please fill out the forms of "Agreement / Order to Distribute Yeast (for Microorganism)" with the name(s) of

microorganism(s) and BCC number(s) to be chosen along with other necessary information and send the signed or sealed forms to the (Contact address) listed below via e-mail or a facsimile and e-mail. The recipient can begin the procedure with the forms to be attached to an e-mail or a facsimile if the recipient is in a hurry, and should send the original forms to us thereafter.

The name of the recipient and a person responsible for safety (or supervisor) should sign or seal in person. No seal is required if signed in person.

## 2 . Fees for transfer

The fees for transfer of microorganisms are as follows [fees shall depend on type of payer]:

Type of payer	Private organizations or Individuals	Government organization, public enterprise or non-profit organization
Transfer fees (tax included)	20,000 JPY/1 ampule	10,000 JPY/1 ampule
Bank transfer fee	Payer's responsibility	Payer's responsibility
Shipping cost	Charged separately	Charged separately

Please contact the following via e-mail or facsimile if you have any questions.

### ( Contact Address )

IWATA CHEMICAL CO.,LTD.  
High Technology R&D Section  
3069, Nakaizumi, Iwata-shi, Shizuoka 438-0078 Japan  
E-mail [yeast@i-kagaku.co.jp](mailto:yeast@i-kagaku.co.jp)  
FAX 0538-37-3721

## 3 . Method of payment

Payments can only be made via bank transfer. The payee account number is listed on the invoice. Payments must be made within 60 days of invoice date. If recipient requires an invoice, statement of delivery, quotation, etc. in a special format, please send such documents along with the pledge and Agreement.

#### 4 . Q&A

**Q1** Can we order to distribute by sending “Agreement / Order to Distribute Yeast (for Microorganism)” via e-mail or facsimile?

**A1** The original forms are required. Please send “Agreement / Order to Distribute Yeast (for Microorganism)” to the (Contact Address) listed above via e-mail or facsimile, and airmail. On arrival of the original forms, sample will be prepared.

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**Q2** “Agreement of Yeast Transfer and Treatment” says “The Recipient agrees, without objection, that he/she shall not allow any third party to use the Yeast he/she has received from IWATA CHEMICAL CO., LTD. or any reproduction thereof, nor transfer or distribute any of the Yeast to any third party.”. Is the use of the yeast in other departments within the same company is also prohibited?

**A2** As a general rule, only the department affiliated with the recipient listed in “Agreement of Yeast Transfer and Treatment” is granted permission to use the sample. A written permission is separately needed if any other department wishes to use the said samples.

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**Q3** Is it possible to use the distributed yeast strains for commercial purposes?

**A3** The Recipient can use the distributing of yeast strains and derivatives thereof to develop new products. However, the recipient is requested to contact us for a separate contract if the recipient intends to use them for purposes other than experiment and research. In addition, although it is not mandatory, it is much appreciated if the recipient could inform us of your research presentations such as publishing an article.

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**Q4** Is it possible to file patent application(s) claiming inventions made by using the distributed yeast strains?

**A4** The recipient is free to file patent application(s). However, the recipient is required to contact us prior to file any patent application(s).

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**Q5** Is it acceptable for the recipient to use the furnished yeast strains for a joint research?

**A5** As a general rule, one yeast strain is for one department. For joint research, all the institutions or departments working for the joint research need to order separately for distributing of such strains instead of ordering for such distribution only by the leader of the joint research.

### **Agreement of Yeast Transfer and Treatment**

1. IWATA CHEMICAL CO., LTD. shall transfer yeast to a person/institution (“Recipient”), if the Recipient requests the transfer by completing the Order Form, and if IWATA CHEMICAL CO., LTD. finds the purpose and other information provided in the Order Form appropriate.
2. The Recipient guarantees that he/she will use the yeast transferred from IWATA CHEMICAL CO., LTD. and derivative(s), if any, of the transferred yeast obtained by cultivation, amplification or other methods (the original and derived yeast shall be collectively referred to as “Yeast”) by skilled persons in an appropriate facility and under proper conditions for safety.
3. The Recipient shall treat any of the Yeast he/she has received from IWATA CHEMICAL CO., LTD. in strict compliance with all applicable laws and ordinances, guidelines and other regulations in Japan with respect to microorganisms and DNA, such as the Plant Protection Law, the Foreign Exchange and Foreign Trade Control Act, and the Law concerning the Conservation and Sustainable Use of Biological Diversity through Regulations on the Use of Living Modified Organisms. In addition, the Recipient shall be in strict compliance with all applicable laws, guidelines and other regulations of any foreign countries except Japan in which he/she will handle the Yeast.
4. The Recipient agrees, without objection, that he/she shall not allow any third party to use the Yeast he/she has received from IWATA CHEMICAL CO., LTD. or any reproduction thereof, nor transfer or distribute any of the Yeast to any third party.
  - 4-1 The Recipient agrees that he/she shall use Yeast he/she has received from IWATA CHEMICAL CO., LTD. and any reproduction thereof for purpose of research only.
  - 4-2 The Recipient agrees that he/she shall inform to IWATA CHEMICAL CO., LTD. beforehand with submission of new filing in order to get Intellectual Property Right including Patent right occurred with Yeast he/she has received from IWATA CHEMICAL CO., LTD. or any reproduction thereof.
5. In case the Recipient receives from IWATA CHEMICAL CO., LTD. a strain of microorganism requiring Biosafety Level 2\*, he/she shall return to IWATA CHEMICAL CO., LTD. immediately after its receipt a form entitled “Receipt of a Microorganism Requiring Biosafety Level 2.”

See the Safety Regulations for the Control of Pathogens and Other Organisms (revised in April 1999) of the National Institute of Infectious Diseases (of Japan). In addition, the Recipient shall be in strict compliance with all applicable laws, guidelines and other regulations of any foreign countries except Japan in which he/she will handle the Yeast.

6. The Recipient agrees to indicate the BCC ID of the Yeast in any presentation at a public conference, in any scientific paper or a similar publication.
7. The Recipient acknowledges, without objection, (i) that IWATA CHEMICAL CO., LTD. will not be liable for any damage incurred to the Recipient that arises from or in connection with any use, amplification, transfer, storage, or any other acts taken by the Recipient with respect to any transferred Yeast, unless such damage arises from the willful misconduct or gross negligence of IWATA CHEMICAL CO., LTD., and (ii) that, if IWATA CHEMICAL CO., LTD. is liable for any damages, such liability shall be limited to an equivalent of the transfer fee that IWATA CHEMICAL CO., LTD. has received from the Recipient upon transfer of the Yeast.
8. The Recipient acknowledges, without objection, that the transfer of yeast does not constitute transfer to the Recipient of the intellectual property rights or any other rights of IWATA CHEMICAL CO., LTD. or a third party of the yeast, and the Recipient's right to use the Yeast is limited to the extent permitted herein.
9. The Recipient recognizes, among other things, (i) that the Yeast are potentially hazardous, and (ii) that any cultivation, amplification, use, transfer, storage, or similar acts of the Yeast might infringe the intellectual property rights or other rights of a third party. The Recipient shall, at his/her expense and responsibility, take any action necessary to avoid any hazard, infringement or other problem concerning the Yeast.
10. The recipient agrees that IWATA CHEMICAL CO., LTD. may carry out investigation of recipient's capability of handling yeast safely and adequately by a hearing over telephone calls or examining published documents whenever the need arises.
11. This Agreement shall be governed by the laws of Japan, and any dispute arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court in Japan as the court of first instance.

#### **Appendix 1**

1. According to Conventional Biological Diversity (CBD), IWATA CHEMICAL CO., LTD. is responsible for the administration of distribution by seeking consensus from both Yamaguchi University and Ubon Ratchathani University.

## AGREEMENT / ORDER TO DISTRIBUTE YEAST (FOR MICROORGANISM)

To : IWATA CHEMICAL CO., LTD.

1. I hereby acknowledge that I have read, understood and agreed with all items of the latest version of "Agreement of Yeast Transfer and Treatment".

2. Intended use and its content: .....

Period of use : from \_\_\_\_\_ (date/ month/ year) until \_\_\_\_\_ (date/ month/ year)

DATE :

Applicant Name:	Billing address (if different from the one at left) Name:
Person in charge :	
Organization:	Organization :
Address :	Address :
TEL: (Ext. )	TEL: (Ext. )
FAX:	FAX:
E-mail :	E-mail :

**BCC Number and Microorganism name**

	BCC No.	Microorganism name	Amount
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\*Please type directly into the form.

The shipping address if different from the one given above:

ADDRESS:

ORGANIZATION :

NAME :

Order Form 1

**AGREEMENT / ORDER TO DISTRIBUTE YEAST  
(FOR MICROORGANISM)**

To: IWATA CHEMICAL CO., LTD.

1. I hereby acknowledge that I have read, understood and agree with all items of the latest version of "Agreement of Yeast Transfer and Treatment".

2. Intended use and its content: As a target for comparison in research of ethanol fermentation

Please fill in your intended use and purpose on "intended use and its content".

Period of use: from 01. October. 2011 (date/month/year) ~~to 30. September. 2011~~ (date/month/year)

DATE: 01, September, 2011

Applicant Name: <b>Kenjiro Iwata</b>	Billing address (tel) Name: <b>Kenjiro Iwata</b>	Please fill in the application date on "DATE"
Person in charge: <b>Kentaro Iwata</b>	Name: <b>Kenzaburo Iwata</b>	
Organization: <b>IWATA CHEMICAL CO.,LTD. High Technology R&amp;D section</b>	Organization: <b>Accounting section</b>	No seal is required if signed in person.
Address: <b>3069, NAKAIZUMI, IWATA-shi SHIZUOKA 789-6543, Japan</b>	Address: <b>3069, IWATA-cho, HAMAMASTU-shi SHIZUOKA 987-3456</b>	
TEL: <b>+81-111-22-3333 (Ext. 123 )</b>	TEL: <b>+81-112-22-3333 (Ext. 321 )</b>	
FAX: <b>+81-111-22-4444</b>	FAX: <b>+81-112-22-4444</b>	
E-mail: <b>K2IWATA@i-kagaku.co.jp</b>	E-mail: <b>K3IWATA@k-chem.co.jp</b>	

BCC Number and Microorganism name			
	BCC No.	Microorganism name	Amount
1	<b>43577</b>	<b><i>Kluyveromyces marxianus</i></b>	<b>1</b>
2	<b>47347</b>	<b><i>Kluyveromyces marxianu</i></b>	<b>1</b>
3	<b>47349</b>	<b><i>Kluyveromyces marxianu</i></b>	<b>2</b>
4	<b>47351</b>	<b><i>Kluyveromyces marxianu</i></b>	<b>1</b>
5	<b>47353</b>	<b><i>Kluyveromyces marxianu</i></b>	
6	<b>47354</b>	<b><i>Kluyveromyces marxianu</i></b>	
7	<b>47555</b>	<b><i>Kluyveromyces marxianu</i></b>	
8			
9			
10			

Please fill in BCC number, Microorganism name and the needed amount on the blank space. Please contact the above ( Contact address ) via e-mail or facsimile if you have any questions.

\*Please type directly into the form.

The shipping address if different from the one given above:

ADDRESS: **3069, NAKAIZUMI, IWATA-shi, SHIZUOKA, 789-6543, Japan**  
 ORGANIZATION: **IWATA CHEMICAL CO.,LTD. High Technology R&D section**  
 NAME: **Kenjiro Iwata**