

Application for Use of Equipment for Consignment

(Month)____(Day)____, (Year)____

To: Chairman of the Steering Committee of Analytical Center, Graduate School of Science, Osaka Metropolitan University

I am pleased to submit an application for the use of equipment as follows:

(Fill in all blanks)

Name of desired equipment for consigned analysis		
<u>Applicant of consignment of analysis</u>	Name of applicant	Seal
	Name of institute (company, university or the like) /affiliation/job title	
	Contact address	<u>Zip code</u> _____
	Telephone	
	E-mail	
<u>Payer of use fee (person to be billed)</u> Same as applicant	Name of responsible person for payment	Seal
	Name of institute (company, university or the like) /affiliation/job title	
	Contact address	<u>Zip code</u> _____
	Telephone.	
	E-mail	
<u>Purpose and details of use of equipment</u>		
<u>Name (of compounds), number and characteristics of samples</u>		
<u>Cautions for handling of sample (safety and toxic potential)</u>		

Particulars of Pledge for Consigned Use of Analytical Center, Graduate School of Science, Osaka Metropolitan University

1. Application of Consignment

When the user desires a consignment of analysis on equipment of Analytical Center, Graduate School of Science, Osaka Metropolitan University (hereinafter referred to as “Analytical Center”), the user shall first provide information on details of consignment of analysis, equipment to be used, number of samples and others, which the user desires, to the contact address on website of Analytical Center to have a preliminary consultation.

When the user agrees to the particulars of “Pledge for Consignment Use” as provided below and desires a consignment of analysis on equipment of Analytical Center, the user shall fill out the above “Application for Use of Equipment” with necessary information, put the user’s seal and submit it to the chairman of steering committee of Analytical Center.

2. Payment and Offset of Consignment Fee

Consignment fee of works hereunder, which represent the use fee of related facilities thereto, shall be charged by the steering committee of Analytical Center to a person who has agreed with the consignment user to pay such fees, in principle after the results of such works are provided. A person who are charged the fee shall pay the charged amount to a bank account designated by Osaka Metropolitan University within sixty (60) days from the date of such a payment request. All bank charges therefrom shall be borne by the payer.

When Analytical Center has a debt due to the consignment user, the steering committee of Analytical Center may offset such a debt with the said consignment fee.

Confidentiality

Analytical Center shall neither disclose any sample provided by the consignment user; technical information, materials and work results disclosed or provided by the consignment user orally or in writing; and any other trade secret and technical information of the consignment user which come to the knowledge of Analytical Center in the course of execution of consigned work (hereinafter collectively referred to as “Confidential Information”) to any third party nor use the same for any purpose other than the work consigned by the consignment user without prior agreement in writing by the consignment user, provided, however, that such information does not fall under any of the following:

- (1) Information for which Analytical Center is able to prove that it has rightfully possessed or obtained prior to the disclosure by the consignment user,
- (2) Information which has already been a public domain or publicly used prior to disclosure by the consignment user, or which has become a public domain or has been publicly used through no fault of Analytical Center after disclosure by the consignment user,
- (3) Information which Analytical Center obtains from a third party, who is a legitimate owner of such information, without obligation to maintain confidentiality, or
- (4) Information for which Analytical Center is able to prove that it has independently developed.

4. Provision and Return of Sample and the Like

The consignment user shall provide Analytical Center with samples and equipment required for execution of work (including sample containers, sample tube for measurement and the like), information (including all particulars which need to be paid attention during the course of handing and use of samples, equipment and the like) and others by the scheduled start date of analysis free of charge. Analytical Center may, however, reject such samples and the like that do not conform to its prescribed acceptance criteria.

When the samples and the like are not or will not possibly be provided by the scheduled start date of analysis, the consignment user shall promptly notify Analytical Center accordingly to discuss and to determine on postponement or the like of the scheduled date for work results.

Analytical Center shall return samples, documents, drawings, equipment and the like, which have been supplied subject to return, to the consignment user promptly after the completion of work. The cost required for the return shall be borne by the consignment user.

5. Delivery Time

Every facility of Analytical Center is being briskly used by on-campus users throughout the year. Therefore, the delivery time in connection with the use of such facilities will be informed to the consignment user after the steering committee of Analytical Center coordinates the availability of facility with the highest degree of respect for the desire of consignment user so that a smooth operation of overall facility is ensured. In this relation, no user shall be entitled to claim for any damages arising from reduction/delay of time of use of the facility to Osaka Metropolitan University, unless there is any intentional act or gross negligence on the part of Osaka Metropolitan University.

6. Disclaimer

In the event of any difficulty for the execution of scheduled analysis due to act of God or any other causes which are not attributable to Analytical Center, it shall be exempted from any liability for damages therefrom incurred by the consignment user.

Analytical Center shall have no liability for damage on analysis samples caused by any irresistible force.

Analytical Center shall have no liability for any damages arising from the consignment user's utilization of any results of the work hereunder.

In the event that any error is confirmed to have been caused by a reason attributable to Analytical Center, it shall discuss with the consignment user to re-execute the consigned work hereunder in either manner of the following:

- (1) To re-execute the consigned work at the cost and expense of Analytical Center, or
- (2) To offset the damages incurred by the consignment user to the extent not exceeding the consigned analysis fee to be paid by the consignment user

7. Matters for Consultation and Settlement of Disputes

Matters not stipulated herein and any other ambiguities of the provisions hereof shall be settled for each case through mutual consultation in collaborative manner.

In the event of any further ambiguity or dispute, the parties hereto shall make efforts to resolve through mutual consultation or it shall be settled in accordance with the laws of Japan by the district court in the area where the facility of Analytical Center, Graduate School of Science, Osaka Metropolitan University is located.

(Month)____(Day)____, (Year)_____

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To use the facility of Analytical Center, Graduate School of Science, Osaka Metropolitan University, I, the undermentioned, hereby pledge to acknowledge and to honor the abovementioned provisions.

Name of applicant: \_\_\_\_\_ SEAL