

Sequencing Service Terms of Use for External Users (v1)

Okinawa Institute of Science and Technology School Corporation
Sequencing Section (SQC)

FOR EXTERNAL USERS SEQUENCING SERVICE TERMS OF USE

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Article 1 (Purpose)

These Terms of Use (these “Terms”) set out the matters necessary for the use of the sequencing services (the “Service”) that the Sequencing Section (the “SQC”) of the Core Facilities of the Okinawa Institute of Science and Technology School Corporation (the “Corporation”) provides to external users (“Users”). The Service is positioned as part of the external-use services provided under the “Rules on the External Use of Core Facilities,” the “Rules for External Users of Core Facilities,” and the “Detailed Regulations on the Fees for the Use of Core Facilities” (collectively, the “Existing Rules”), and these Terms apply on a supplementary basis to those Existing Rules. In light of the characteristics of the sequencing service (advance procurement of high-cost consumables, handling of libraries after receipt, instrument scheduling, and the like), these Terms set out the handling specific to the Service. In the event of any inconsistency with the Existing Rules, the Existing Rules shall prevail, except for matters otherwise provided in these Terms.

Article 2 (Scope of the Service)

1. Under the Service, the SQC reads sequenceable libraries provided by the User using the sequencing platforms operated by the SQC and provides the resulting data to the User.
2. Nucleic acid extraction, library preparation, data analysis, and other ancillary services are not currently included in the Service. However, they may be considered depending on the content of an individual consultation.
3. Library specifications, the format of the delivered data, and other details shall be published separately by the SQC by appropriate means.

Article 3 (Eligibility and User Categories)

1. Persons eligible to use the Service are those who hold the User qualifications set out in Article 4 of the “Rules for External Users of Core Facilities.” Specifically, eligible persons are those falling under any of the following items. However, because the scope of the Service varies according to the SQC’s operational circumstances, prospective users shall inquire with the SQC in advance.
 - (1) Academic users: persons affiliated with universities, research institutes, or other public research institutions who are engaged in non-profit research activities.

- (2) Industry users: persons affiliated with for-profit enterprises.
 - (3) Others: where a person does not fall under either of the above, the matter shall be determined individually.
2. The subdivision of User categories (Tiers) applicable to the Service (e.g., academic-institution / network-participant categories and size-based categories for industry users) follows the categories set out in Article 3 of the “Detailed Regulations on the Fees for the Use of Core Facilities.”
 3. The Service is premised on use for the User's own research or business activities. The User must not: perform, using the Service, work that the User has been commissioned to do by a third party (sub-contracting); allow a third party that does not hold the eligibility set out in Paragraph 1 to use the Service under the User's name (name-lending); or re-provide data obtained through the Service to a third party for a fee. Where it is found that any of these applies, the SQC may take measures including refusal to undertake the work, termination of the Service, or revocation of the use approval.

Article 4 (Application Procedure)

1. The User shall first, in accordance with the procedure set out in Article 7 of the “Rules for External Users of Core Facilities,” submit the Corporation’s prescribed research-equipment use application form to the Core Facilities General Manager or the Core Facilities Administrative Manager and request approval to use the service as an external-use service.
2. After obtaining the use approval under the preceding paragraph, the User shall enter the required information (application name, sequencing kit, required number of reads, read length, sample names, index information for each sample, and the like) into the online application form (Service Request Form) designated by the SQC and submit it electronically, having agreed to the contents of these Terms and the Existing Rules.
3. The SQC shall review the contents of the online application under the preceding paragraph and notify the User whether it accepts the work as the Service. In the course of the review, the SQC may, after consultation with the User, request changes to the contents of the application.
4. Where deemed necessary in undertaking the work, the SQC may enter into a separate non-disclosure agreement, service agreement, or other contract with the User.
5. Applications involving human-derived materials or other samples requiring ethical consideration shall be governed by the provisions of Article 6.

Article 5 (Confirmation of the Order)

1. Following the use approval under Article 4, Paragraph 1 and the online application under Article 4, Paragraph 2, the order for the Service shall be confirmed at the point when the SQC notifies the User of its acceptance of the work as the Service and the User accepts such acceptance. That point in time is hereinafter referred to as the “Order Confirmation Date.”

2. On and after the Order Confirmation Date, the obligations relating to cancellation set out in Article 11 and other obligations under these Terms and the Existing Rules shall arise.
3. Any material change to the contents of the application after order confirmation (sample details, required number of reads, platform selection, and the like) requires the SQC's consent. The SQC may recalculate the fees, delivery schedule, and other conditions as a result of such change.

Article 6 (Human Materials and Other Samples Requiring Ethical Consideration)

1. For applications involving the analysis of samples containing human-derived materials, the User bears responsibility for the ethics-review application relating to the relevant research plan. The User represents and warrants that it has obtained the approval of the ethics review committee at its affiliated institution or the like, and shall present a copy of the approval document at the SQC's request. In addition, any correspondence table for the anonymization of samples and analysis data shall be managed under the User's responsibility and must not be provided to the SQC.
2. The SQC may decline to undertake any sample or experimental plan that raises concerns regarding biosafety, ethics, export control, or other legal matters.
3. In view of the possibility that sequencing data derived from materials of individual human origin may contain personally identifiable information even where anonymization measures have been taken, the SQC shall promptly dispose of such data after it has been delivered to the User.

Article 7 (Confidentiality)

1. The SQC shall not disclose to any third party the User's sample information, experimental plans, sequencing data, or other confidential information learned through the performance of the Service, except to the extent necessary for the performance of the Service and except where disclosure is required by law.
2. The SQC may disclose aggregate information — such as the number of applications, the number of libraries analyzed, the types of sequencing applications, the operating status of sequencing-related instruments, and the volume of sequencer output data — for the purpose of aggregate reporting to demonstrate its activities as a core facility. Application contents other than the foregoing may be disclosed only to the extent the User has consented.
3. For matters requiring a high degree of confidentiality, the SQC and the User shall enter into a separate non-disclosure agreement.

Article 8 (Fees)

1. The fees for the Service apply the “Detailed Regulations on the Fees for the Use of Core Facilities” in part; however, in light of the characteristics specific to the Service (advance procurement of high-cost consumables, type of sequencing kit, securing the required volume of data, and the like), the fees shall be calculated according to a fee schedule dedicated to the Service. That fee schedule applies according to the User's category (Tier).

2. The applicable fees shall be calculated based on the fee schedule dedicated to the Service that is in effect on the Order Confirmation Date.
3. Prior to order confirmation, the SQC shall present an estimate of the applicable fees to the User.
4. Where costs not included in the original estimate arise in connection with the performance of the Service (including re-receipt of samples, additional QC, special delivery methods, and the like), the SQC may, after consultation with the User, charge such additional costs.
5. The fee schedule dedicated to the Service may be revised due to tax or other laws and regulations, market conditions for consumables, exchange-rate fluctuations, and the like.

Article 9 (Payment)

1. Based on the invoice issued by the Corporation, the User shall pay the fees by the due date stated on the invoice by transferring the amount to the bank account designated by the Corporation. Transfer fees shall be borne by the User.
2. In accordance with the intent of Article 10, Paragraph 4 of the “Rules for External Users of Core Facilities,” the SQC may require any User falling under any of the following to make “advance payment” of all or part of the fees before the Service commences:
 - (1) An external individual, private company, or organization using the Corporation’s core facilities for the first time.
 - (2) An institution or individual located overseas.
 - (3) A User who has had delays in payment in past use.
 - (4) A User for whom the total estimated amount for a single use is high.
 - (5) Any other case where the Corporation determines that advance payment is appropriate from the standpoint of facility operation/management and credit management.
3. Because the Service requires advance procurement of high-cost consumables such as sequencing kits on a per-project basis, a User may be subject to advance payment where it falls under any item of the preceding paragraph, regardless of the size of the estimated amount.
4. For projects of long duration or for which the total amount of use is particularly high, notwithstanding Paragraphs 1 and 2 of this Article, the SQC and the User may, after consultation, determine a separate timing and method of payment, such as installment payments.

Article 10 (Bringing in Reagents)

As a general rule, the reagents used in the Service shall be procured by the SQC, and Users may not bring in their own reagents.

Article 11 (Cancellation)

This Article shall be operated consistently with the principle set out in Article 10, Paragraph 3 of the “Rules for External Users of Core Facilities” that fees are “non-refundable except where the external-

use service could not be provided for reasons attributable to the Corporation.”

1. Where the User cancels the Service for the User’s own convenience on or after the Order Confirmation Date, the User shall bear a cancellation fee according to the following items. Separately from the cancellation fee, where, as of the time of cancellation, the SQC has incurred actual costs for consumables already ordered for the project that are difficult to redeploy, or other actual costs, the User shall bear the full amount of such actual costs.
 - (1) After the Order Confirmation Date and before receipt of the library: 20% of the estimated amount.
 - (2) After receipt of the library and before the start of sequencing: 50% of the estimated amount.
 - (3) After the start of sequencing: 100% of the estimated amount (cancellation not possible).
2. Where a library provided by the User does not meet the acceptance criteria set by the SQC (concentration, size, purity, level of adapter-dimer contamination, and the like) and it is determined that performing sequencing is technically difficult or that the probability of success is markedly low, the SQC shall, after consultation with the User, take one of the following actions: resubmission of the library, performance after the User accepts the risk, or termination of the work. Where termination of the work results, the matter shall be handled in accordance with Paragraph 1 of this Article.
3. Where shipment of the library is significantly delayed for the User’s convenience and the library does not arrive even after 60 days have elapsed from the agreed due date, the SQC shall, as a general rule, treat the project as cancelled and handle it in accordance with Paragraph 1 of this Article.
4. Where provision of the Service becomes difficult for reasons attributable to the Corporation (instrument failure, delay in the supply of consumables, and the like), the SQC shall promptly notify the User and propose an alternative. Where no alternative is agreed, the Corporation shall refund to the User the amount corresponding to the unperformed portion of the fees already received.
5. The SQC shall not be liable for any delay or termination arising from force majeure (natural disasters, war, epidemics, governmental regulations, supply-chain disruptions, and the like). In such case, the SQC shall, after consultation with the User, take measures such as settlement of actual costs within a reasonable scope.

Article 12 (Service Quality and Scope of Liability)

1. In providing the Service, the SQC performs sequencing with reasonable care in accordance with the manufacturer’s specifications and industry-standard best practices. Because sequencing results depend significantly on the quality and design of the library provided by the User, the SQC does not absolutely guarantee any particular number of reads, Q30 ratio, or other quality metric.
2. The Corporation shall not refund fees paid, except where it is found that the Service could not be provided for reasons attributable to the Corporation, such as instrument malfunction.

3. Where reasons attributable to the Corporation as set out in the preceding paragraph are found (sample mix-ups, erroneous operation of equipment, deviations from SOPs, and the like, that can be objectively verified from the SQC's internal records and by a third party), the SQC shall, after consultation with the User, take one of the following actions: re-performance of the relevant lane/run, or reduction or refund of all or part of the fees relating to the relevant portion.
4. The following matters are outside the scope of liability of the Corporation and the SQC:
 - (1) Defects arising from the quality, purity, concentration, size, contamination with inhibitors, and the like, of the library provided by the User.
 - (2) Non-conformity of results arising from the experimental design, library indices, library size, and the like, selected by the User.
 - (3) Degradation, loss, temperature excursion, damage, and the like, of the library during transport (except where there is clear negligence of the Corporation in packaging/shipping methods).
 - (4) Delay or termination arising from force majeure.
5. Even where damage is caused to the User due to reasons attributable to the Corporation or the SQC, the aggregate amount of damages borne by the Corporation and the SQC shall, as a general rule, be capped at the amount paid (or the advance-payment amount) for the relevant project. The Corporation and the SQC shall not be liable for lost profits, indirect damages, claims from third parties, and the like, except as otherwise provided by law.

Article 13 (Data Delivery and Data Handling)

1. After sequencing is completed, the Corporation delivers the sequencing data to the User by prescribed electronic means. Details of the delivery method shall be provided separately at the time of application or at the time of the completion notice.
2. Delivery shall be deemed complete at the point when the Corporation has uploaded the sequencing data to the prescribed system and notified the User of completion by email or the like.
3. The User shall receive the sequencing data through the method and system designated by the Corporation, and shall be responsible for obtaining any account or configuring any access necessary to receive the data.
4. The Corporation retains the data on its server for a certain period after delivery is complete, and deletes the data after that period elapses. The retention period shall be specified in separately established usage guidance. The User shall promptly download and back up the data.

Article 14 (Measures upon Payment Delay)

1. Where the fees are not paid even after the payment deadline has passed without justifiable reason, the Corporation shall issue a reminder to the relevant User in writing or by email or the like.
2. Where the User does not comply with the reminder under the preceding paragraph and the fees remain unpaid, the Corporation may, until payment is completed, take the following measures against the relevant User:

- (1) Suspending acceptance of new applications for use.
- (2) Temporarily suspending approved or ongoing Service.
3. Where the User significantly defaults on payment of the fees without justifiable reason, the Corporation may revoke the use approval of the Service for the relevant User.

Article 15 (Publication of Research Results)

1. Where results obtained using the Service are published in academic papers or the like, the User shall clearly state in the paper that the Service was used.
2. Depending on the SQC's degree of contribution, the handling of co-authorship and the like may be discussed in advance between the User and the SQC.
3. Example acknowledgment text:

The authors thank the Sequencing Section of the Okinawa Institute of Science and Technology Graduate University for the sequencing service.

Article 16 (Intellectual Property)

Intellectual property rights relating to the samples and sequence information provided by the User shall, as a general rule, belong to the User. Intellectual property rights relating to general-purpose know-how, improved protocols, internal tools, and the like acquired by the Corporation and the SQC through the performance of the Service shall belong to the Corporation.

Article 17 (Amendment of the Terms)

The Corporation and the SQC may amend these Terms as necessary. The amended Terms apply to new orders received on or after the amendment date. Projects for which the order has already been confirmed shall, as a general rule, be governed by the Terms in effect at the time of order confirmation.

Article 18 (Language and Governing Law)

1. The Japanese version of these Terms is the authoritative original, and the English version is provided as a reference translation. In the event of any discrepancy in interpretation between the two, the Japanese version shall prevail.
2. Any and all disputes relating to these Terms and the Service shall be governed by the laws of Japan, and the Naha District Court shall be the court of exclusive agreed jurisdiction for the first instance.

Supplementary Provisions

These Terms shall come into effect on August 11, 2026.