

## Joint Research Agreement (draft)

Hirosaki University (hereinafter referred to as “Party A”) and ○○○○ (hereinafter referred to as “Party B”) shall conduct the joint research (hereinafter referred to as “this joint research”) described in the table below, pursuant to the following provisions of the joint research agreement (hereinafter referred to as “this Agreement”).

### (Contract item table)

1. Research subject					
2. Purpose and description of research					
3. Research period	Date of agreement - DD/MM/YYYY				
4. Researchers  ◎: Private joint researchers  (Party B)	Classification	Name	Department / title	Role in this research	
	Party A			(Principal researcher of Party A)	
	Party B			(Principal researcher of Party B)	
5. Research site	Party A				
	Party B				
6. Equipment used at the facilities of Party A and equipment of Party B to be brought to Party A	Classification	Name	Specification	Quantity	
	Party A				
	Party B				
7. Expenses required for	Classification	Direct expense	Indirect expense	Research fee	Total

research	Party B	yen (Including consumption tax and local consumption tax of yen)	yen (Including consumption tax and local consumption tax of yen)	440,000 × () people = yen (Including consumption tax and local consumption tax of yen)	yen (Including consumption tax And local consumption tax of yen)
8. Term for payment of expenses	Within ○○ days from the day following the day on which the invoice is issued by the treasurer of Hirosaki University				
9. Name and attribution of basic inventions etc. in the research					
10. Nondisclosure period of know-how	For ○ years from the day following the period of this Agreement and the end of research date				
11. Effective period of duty of confidentiality	For ○ years from the day following the period of this Agreement and the end of research date				
12. Notification period for presentation of research results	For ○ years from the day following the period of this Agreement and the end of research date				
13. Special instructions					

**(Definitions)**

Article 1. The following terms used in this Agreement shall be defined as follows:

1-1. “Research results” refer to technical outcomes obtained based on this Agreement including inventions, ideas, designs, works, and know-how in relation to the purpose of this joint research and established as results in the performance report.

1-2. “Intellectual property rights” include:

A. Patent rights defined in the Patent Act (Act No. 121 of 1959), utility model rights defined in the Utility Model Act (Act No.123 of 1959), design rights defined in the Design Act (Act No. 125 of 1959), trademark rights defined in the Trademark Act (Act No. 127 of 1959), layout-design exploitation rights defined in the Act on the Circuit Layout of a Semiconductor Integrated Circuits (Act No. 43 of 1985), breeder’s rights defined in the Plant Variety Protection and Seed Act (Act No. 83 of 1998) and rights equivalent to the above rights in foreign countries

B. The right to obtain a patent specified in the Patent Act, the right to registration of a utility model specified in the Utility Model Act, the right to registration of a design specified in the Design Act, the right deriving from an application for trademark

- registration specified in the Trademark Act, the right to registration of the establishment of a layout-design exploitation right specified in Paragraph 1 of Article 3 of the Act on the Circuit Layout of a Semiconductor Integrated Circuits, the right to registration of a breed specified in Article 3 of the Plant Variety Protection and Seed Act, and rights equivalent to the above rights in foreign countries
- C. The copyrights to the works of the programs and databases (hereinafter referred to as “programs etc.”) defined in the Copyright Act (Act No. 48 of 1970) and rights equivalent to the above rights in foreign countries
- D. The privileged technical information of proprietary value specified after discussion between the two parties (hereinafter referred to as “know-how”)
2. In this Agreement, “inventions etc.” refers to the inventions subject to patent rights, the ideas subject to utility model rights, the creations subject to design rights, trademark rights, layout-design exploitation rights, and the works including the programs etc., things that are grown subject to breeder’s rights, and the devices subject to know-how.
3. In this Agreement, the “exercise” of intellectual property rights refers to the actions specified in Paragraph 3 of Article 2 of the Patent Act, the actions specified in Paragraph 3 of Article 2 of the Utility Model Act, the actions specified in Paragraph 3 of Article 2 of the Design Act, the actions specified in Paragraph 3 of Article 2 of the Trademark Act, actions specified in Paragraph 3 of Article 2 of the Act on the Circuit Layout of a Semiconductor Integrated Circuits, actions specified in Paragraph 5 of Article 2 of the Plant Variety Protection and Seed Act, and the actions and use of know-how specified in Items 15 and 19 of Paragraph 1 of Article 2 of the Copyright Act.
4. The term “exclusive license, etc.” used in this Agreement includes:
- 4-1. The exclusive license specified in the Patent Act, the exclusive license specified in the Utility Model Act, the exclusive license specified in the Design Act, and the exclusive license specified in the Trademark Act
- 4-2. The exclusive license specified in the Act Concerning the Circuit Layout of Semiconductor Integrated Circuits
- 4-3. The exclusive license specified in the Plant Variety Protection and Seed Act
- 4-4. The right to exercise exclusive rights to the items subject to the rights specified in B of Item 2 of Paragraph 1
- 4-5. The right to exercise exclusive rights to copyrighted works including programs etc.
- 4-6. The right to exercise exclusive rights to know-how related to the rights specified in D of Item 2 of Paragraph 1
5. In this Agreement, “researchers” refers to those listed in Section 4 of the contract item table above who belong to either Party A or Party B engaged in this joint research as well as those who fall under Paragraph 3 of Article 2 of this Agreement. “Research collaborators” refers to those listed in Section 4 of the contract item table as well as those not described in Paragraph 3 of Article 2 of this Agreement who collaborate with this joint research.

**(Persons engaged in joint research)**

Article 2. Party A and Party B shall have the persons listed in Section 4 of the contract item table participate in this joint research.

2. Party A shall receive Party B's researchers engaged in this joint research at Party A's research site as private joint researchers.
3. Party A and Party B shall notify the other party in writing in advance when they intend to have a member of Party A or Party B join this joint research as a researcher.

**(Preparation of performance report)**

Article 3. Party A and Party B shall cooperate with each other in the preparation of a performance report on this joint research promptly after the end of the research period.

**(Definition of know-how)**

Article 4. Party A and Party B shall promptly discuss with each other and specify items to be considered as know-how.

2. In specifying know-how, Party A and Party B shall discuss with each other, agree on, and present the period for which know-how is kept undisclosed, and the period shall be as described in Section 10 of the contract item table in principle. However, the period may be extended or reduced after discussion between the two parties if necessary.

**(Responsibility for research expenses)**

Article 5. Party B shall bear the expenses required for this joint research listed in Section 7 of the contract item table.

**(Payment of expenses required for research)**

Article 6. Party B shall pay Party A the amount specified in the invoice issued by the treasurer of Hirosaki University for the expenses required for the research listed in Section 7 of the contract item table by the deadline for the payment of expenses specified in Section 8 of the contract item table.

2. If Party B fails to pay the expenses required for the research described in the preceding paragraph by the established deadline for the payment of expenses, the party shall pay the overdue interest calculated at a rate of five per cent per annum based on the number of days that have passed since the day following the due date for the payment of expenses.

**(Accounting)**

Article 7. Party A shall manage the expenses required for the research described in the preceding article. However, Party B may request Party A to disclose the accounting documents related to this Agreement. Party A shall grant Party B's requests for disclosure.

**(Attribution of equipment etc. acquired with the expenses required for research)**

Article 8. The equipment etc. acquired by Party A with the expenses required for the research listed in Section 7 of the contract item table shall belong to Party A.

**(Provision of facilities and equipment etc.)**

Article 9. Party A shall share the use of the facilities and equipment pertaining to Party A listed in Section 6 of the contract item table for this joint research.

2. Party A shall use the equipment pertaining to Party B listed in Section 6 of the contract item table free of charge upon obtaining Party B's consent to share the use of such equipment for this joint research. Party A shall store the equipment received from Party B with a competent manager under a duty of care to such equipment from the completion of its installation to the beginning of the returning process. Expenses required for the transportation, installation and return of equipment shall be borne by Party B.

**(Cessation of research or extension of research period)**

Article 10. In the case of natural disasters or other unavoidable circumstances, Party A and Party B may discontinue this joint research or extend the research period. In such cases, neither Party A nor Party B shall be liable.

**(Handling of the expenses etc. required for research incurred in completing or discontinuing the research)**

Article 11. When this joint research is completed, or if discontinued under the provisions of the preceding article, Party B may claim against Party A the unused part of the expenses (excluding the research fee) required for the research paid under the provisions of Paragraph 1 of Article 6. Party A shall grant Party B's claim for return of the unused part of the expenses.

2. If there is a risk that the expenses paid for the research may be insufficient due to the extension of the research period, Party A shall promptly notify Party B of this in writing. In such a case, party B shall discuss with Party A and determine whether to bear the additional expenses required for the research.

3. When this joint research is completed, or if discontinued, Party A shall return the equipment received from Party B under the provisions of Paragraph 2 of Article 9 as it is at the time of completion or cessation of this joint research.

\*In the case described in Paragraph 2, if Party B is unable to bear the expenses, the continuation of the contract shall be discussed and determined by the two parties.

**(Application etc. for intellectual property rights)**

Article 12. Party A and Party B shall promptly notify each other when inventions etc. are produced during this joint research.

2. In principle, intellectual property rights (excluding copyrights and know-how) to inventions etc. jointly produced by researchers belonging to Party A and researchers belonging to Party B shall be shared by Party A and Party B. The ownership ratio shall be discussed and determined by Party A and Party A according to the degree of their contribution to the invention. When it is a matter of urgency, each party may apply on its own responsibility after notifying the researchers belonging to the other party in writing.

3. In principle, intellectual property rights (excluding copyrights and know-how) to inventions etc. produced by researchers belonging to solely either Party A or Party B shall belong solely to Party A or Party B who produced the invention etc. The other party's confirmation shall be obtained prior to making an application.

4. In filing the application described in Paragraph 2, a joint application agreement shall be signed after discussion on the application fee and patent fee pertaining to the intellectual property

right to be shared (hereinafter referred to as “application fee etc.”).

**(Overseas application)**

Article 13. The provisions of the preceding article shall also apply to the application procedures and protection of intellectual property rights (excluding copyrights and know-how) in foreign countries (hereinafter referred to as “overseas application”).

2. Party A and Party B shall discuss with each other before filing an overseas application.

**(Preferential exercise of rights)**

Article 14. When an intellectual property right belongs solely to Party A under the provisions of Paragraph 3 of Article 12, or if Party B or a person designated by Party B (hereinafter referred to as "Party B etc.") has a request for preferential license, Party A shall not exercise the intellectual property right and shall grant Party B etc. preferential rights for ○○ years from the application. Provided, however, this shall not apply to the cases specified in the following article.

2. When Party B or a person designated by Party B has requested the renewal of the period of preferential exercise of rights prescribed in the preceding paragraph, Party A shall grant Party B's request for the renewal of the preferential license period.

**(Granting of the license to exercise rights to third parties)**

Article 15. When Party B etc. does not exercise the intellectual property right for which the preferential license specified in the preceding article has been granted for more than ○ years without reasonable grounds, Party A may grant the intellectual property right an entity other than Party B etc. (hereinafter referred to as “third party”).

2. The provisions of the preceding paragraph shall apply mutatis mutandis to cases where Party B does not exercise shared intellectual property rights without reasonable grounds within ○ years from the day following the date of the completion of this joint research.

3. Party B may grant a third party the license to exercise the shared intellectual property right for which Party B has applied as long as the party notifies Party A. In such cases, Party A shall not exercise the shared intellectual property right or grant a third party the license to exercise it.

**(Granting of the license to exercise rights when a basic invention belongs to the University at the beginning of the joint research)**

Article 16. In the cases where an intellectual property right deriving from this joint research is a result of the use of the basic invention owned by Party A at the beginning of this joint research, and if Party B exercises the intellectual property right, Party B shall request Party A for the granting of the license under a certain agreement, and Party A shall grant Party B the license.

**(Transfer of equity etc.)**

Article 17. Party A may transfer its intellectual property rights or its equity of shared intellectual property rights deriving from this joint research, or grant the exclusive license to exercise such rights to Party B or a person designated by Party A and Party B after discussion under a

transfer contract or an exclusive license agreement.

2. Party B may transfer its equity of shared intellectual property rights deriving from this joint research or grant the exclusive license to exercise such rights to a third party only when the benefits obtained by Party A from Party B in the absence of transfer or granting of an exclusive license are retained as they are.
3. Party A shall obtain written consent from Party B prior to transfer of shared intellectual property rights, establishment of the right of pledge, a license, or an exclusive license to exercise such rights for an entity other than Party B.

**(Exercise fee)**

Article 18. Party B etc. shall pay Party A the exercise fee specified in the license agreement when exercising the intellectual property rights inherited by Party A.

2. Party B etc. shall pay Party A the consideration specified in the license agreement when exercising the intellectual property rights shared between Party A and Party B as Party A does not exercise such rights.
3. If Party B grants a third party the license to exercise a shared intellectual property right, the exercise fee shall be allocated to each party according to the equity of the intellectual property right.

**(Information exchange)**

Article 19. Party A and Party B shall mutually provide or disclose information and materials necessary for conducting this joint research without charge. Provided, however, that this shall not apply to persons other than Party A or Party B who are subject to the duty of confidentiality under an agreement.

2. The materials provided shall be returned to the other party upon completion or cessation of this joint research, or after the cancellation of this Agreement.

**(Confidentiality)**

Article 20. In conducting of this joint research, neither Party A nor Party B shall disclose or divulge any technical or commercial information disclosed, provided, or made available by the other party to any person other than the researchers listed in Section 4 of the contract item table. Party A and Party B shall impose the duty to maintain the confidentiality of the information disclosed by the other party on the relevant researchers including after they leave their position. Provided, however, that this does not apply to information that falls under any of the following:

- 1-1. Information for which it is possible to prove that it was already possessed by the person when it was disclosed or provided
- 1-2. Information that is already publicly known when it is disclosed or obtained
- 1-3. Information that has become publicly known after being disclosed or provided due to grounds not attributable to the person who has obtained the information
- 1-4. Information for which it is possible to prove that it was obtained legally from a third party with legitimate authority
- 1-5. Information for which it is possible to prove that it was developed and acquired without the information disclosed by the other party

- 1-6. Information for which prior consent for disclosure is obtained from the other party
2. Neither Party A nor Party B shall use any technical or commercial information disclosed, provided, or made available by the other party for any purpose other than for this joint research. Provided, however, that this shall not apply to the cases where the prior written consent of the other party is obtained.
3. The effective period specified in the preceding two paragraphs shall be the period set forth in Section 11 of the contract item table. However, this period may be extended or reduced upon discussion between Party A and Party B.

**(Handling of research results)**

Article 21. Party A and Party B may in principle disclose, present, or publish the research results obtained in the course of this joint research (the research results obtained in the current year if the research period spans multiple years) (hereinafter referred to as “publication etc. of research results”) in compliance with the duty of confidentiality prescribed in Article 20 after filing applications for inventions etc. and obtaining consent from the other party.

2. In the case of the preceding paragraph, Party A or Party B (hereinafter referred to as “the party interested in publication”) shall notify the other party in writing of the content of publication no later than 〇〇 days before the date of publication of research results. The party interested in publication may, upon obtaining prior written consent, indicate that the content to be published were obtained as a result of this joint research.
3. If the content of the notification specified in the preceding paragraph is judged to suggest that the publication etc. of research results may be prejudicial to the anticipated future interests, the notified party shall notify in writing the party interested in publication of the modification of the technical information to be presented or published within 〇〇 days from the reception of the notification, and the party interested in publication shall engage in adequate consultation with the other party. The party interested in publication shall not publish the part of the research results that may be prejudicial to the anticipated future interests without the consent of the other party. However, the other party must not refuse to give such consent without reasonable grounds.

**(Use of research results by Party A)**

Article 22. Party A and the researchers of Party A may use all research results without charge for educational and research activities in compliance with the nondisclosure period of know-how set forth in Article 4 and the duty of confidentiality specified in Article 20.

**(Participation and collaboration of research collaborators)**

Article 23. Party A and Party B may have persons other than their researchers participate in this joint research as research collaborators after obtaining consent from the other party when they deem it necessary to have the persons other than their researchers participate and collaborate to conduct the joint research.

2. In having a person other than researchers participate as a research collaborator, Party A or Party B (hereinafter referred to as “the party concerned”) who has requested the consent of the other party to add the person other than their researchers as a research collaborator shall have

the research collaborator comply with the provisions of this Agreement.

3. The party concerned shall set forth separate provisions to have the person to be a research collaborator comply with the provisions of this Agreement and be able to claim compensation for damage against the research collaborator if s/he causes damage to the other party.
4. The provisions of Article 12 shall apply mutatis mutandis to cases where research collaborators produce inventions etc. as a result of this joint research.

#### **(Cancellation of agreement)**

Article 24. Party A may terminate this Agreement if Party B fails to pay the expenses required for the research listed in Section 7 of the contract item table by the established due date for payment.

2. Party A and Party B may terminate this Agreement in cases falling under any of the following items where the situation is not rectified within ○ days from the demand:

2-1. When the other party acts in an inappropriate or unjust manner in implementing this Agreement

2-2. When the other party breaches this Agreement.

#### **(Compensation for damage)**

Article 25. Party A or Party B shall compensate for damage if Party A, Party B, a researcher, or a research collaborator inflicts damage on the other party due to any of the grounds listed in the preceding articles, intentionally, or by gross negligence.

#### **(Effective period of the Agreement)**

Article 26. The validity of this Agreement shall be from the date of the contract to the period of termination described in Section 3 of the contract item table.

2. The provisions of Articles 3, 4, 11 to 23, 25, and 28 shall remain effective even after the expiration of this Agreement until the period set forth in the relevant clause or all of the subject matters cease to exist.

#### **(Discussions)**

Article 27. Party A and Party B shall discuss and establish provisions for the matters not stipulated in this Agreement if necessary.

#### **(Jurisdiction)**

Article 28. Appeals filed in relation to this Agreement shall be under the jurisdiction of the Aomori District Court, which is located at Party A.

Two copies of this Agreement shall be created to certify that this Agreement has been duly signed, with Party A and Party B retaining one copy each.

DD/MM/YYYY

(Party A) 1 Bunkyocho, Hirosaki City  
Hirosaki University  
Contracting officer

[Seal]

(Party B) Address  
Name

[Seal]

Optional clauses to be added as necessary

(Holding of progress report meetings)

Article ○. This joint research shall be managed jointly by Party A and Party B.

2. During the term of this Agreement, Party A and Party B shall prepare progress reports together on a regular basis and hold debrief sessions to report on and discuss the progress of this joint research and other matters. Meetings other than those held regularly may also be held as necessary after discussion between Party A and Party B.

<\*Add the following paragraph to a multi-year agreement>

3. Party A and Party B shall cooperate with each other to compile a year-end performance report and hold a debrief session to discuss the research plan for the next fiscal year onwards within ○○ days from the end of the current fiscal year.

\* The performance report and the debrief session of the first year may not be compiled or held if the research period of the first year is short.

<Example of the content of progress report>

- (1) Research subject
- (2) Achievements up to the present
- (3) Future tasks and schedule
- (4) Special instructions

<Example of the content of year-end performance report>

Add information on expenses and the use of the research results to the progress report as necessary.

\* The items of the report listed in the dotted frame are merely examples. The report shall include the information agreed upon with the other party.