**Prior Confirmation for the Application to JST’s CREST/PRESTO Programs**

This Prior Confirmation form must be submitted to Japan Science and Technology Agency\*1 (hereinafter JST) in accordance with JST’s Application Guideline\*2 if a lead joint researcher of a CREST research proposal or an applicant of a PRESTO research proposal is affiliated with a Research Institute located outside Japan and plans to perform his/her research work at the overseas Research Institute.

JST and the overseas Research Institute need to conclude a Collaborative Research Agreement once a research proposal is adopted. In principle, the Collaborative Research Agreement with JST must be concluded by using a contract form stipulated by JST and all the terms and conditions under the contract form need to be agreed by the overseas Research Institute in advance.

Please note that this Prior Confirmation requires to be filled in and signed by a duly authorized representative in charge of the Collaborative Research Agreement with JST at the overseas Research Institute.

\*1 JST is a national funding agency established in 1996 under the supervision of the Ministry of Education, Culture, Sports, Science and Technology (MEXT), Government of Japan.

<https://www.jst.go.jp/EN/index.html>

\*2 Application Guideline:

https://www.jst.go.jp/kisoken/boshuu/teian/en/koubo/2024youkou\_1\_en.pdf

1. Applicant Information

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| --- | --- | --- |
| Program | PRESTO 　CREST | |
| Research Area |  | |
| Title of Proposed Research Project |  | |
| Principal Investigator \*3 | Name |  |
| Title |  |
| Affiliation |  |
| Lead Joint Researcher  (for CREST only) | Name |  |
| Title |  |
| Affiliation |  |

\*3 “Principal Investigator” means “Research Director” in CREST, and “Individual Researcher” in PRESTO.

1. Prior Confirmation

Please review the following conditions that need to be agreed to participate in the Collaborative Research with JST and check the boxes to confirm your Research Institute’s agreement. JST may amend conditions to which a Research Institute cannot agree through negotiation with the Research Institute. If the amendment is not agreed, the terms and conditions proposed by JST will govern, or the Research Institute will not participate in the Collaborative Research with JST.

The summary of Conditions below is convenience only. Please be sure to refer to the terms and conditions of the Collaborative Research Agreement at the link. \*4 If there is any discrepancy between the summary of Conditions and the descriptions in the Collaborative Research Agreement, the descriptions in the Collaborative Research Agreement shall prevail.

\*4 Contract form of JST’s Collaborative Research Agreement:

CREST: https://www.jst.go.jp/kisoken/boshuu/teian/en/koubo/agreement\_crest.pdf

PRESTO: https://www.jst.go.jp/kisoken/boshuu/teian/en/koubo/agreement\_presto.pdf

Notice: The definition of words related to Intellectual Property in this document are written below.

- Foreground IPR: an Intellectual Property Right claiming an Invention. Moral rights permitted by applicable law are excluded.

- Invention: any invention, discovery, idea, device, design, original work of authorship, plant variety, circuit layout/mask work, know-how and any other property information, which is/are created, made, developed, discovered, or reduced to practice as a result of or in the course of the Collaborative Research.

- Background IPR: Intellectual Property Rights which was conceived or reduced to practice either:

(a) prior to the commencement of the work performed pursuant to the Collaborative Research, or

(b) outside the scope of work performed pursuant to the Collaborative Research without using Research Funds.

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| Conditions | Reference (Contract form of JST’s Collaborative Research Agreement\*4) | Check box |
| The Research Institute must be able to properly execute the budget according to JST’s budget execution policy. | Articles 4–6,  APPENDIX 5 | Agreed |
| In spending the Research Funds provided by JST, expenses for Indirect Costs shall not exceed 30% of expenses for Direct Costs. | Article 5.4 | Agreed |
| The Research Institute shall submit to JST an Accounting Report in the form designated by JST setting forth how the Research Funds provided by JST is spent within thirty (30) days after the end of the Fiscal Year and expiration or termination of the Agreement. | Articles 6.2.1  APPENDIX 4 | Agreed |
| Subject to equal expense sharing, the Research Institute agree to equally own with JST all rights, titles, and interests in Foreground IPR.  (If not, JST owns all Foreground IPR.) | Article 9.1 | Agreed |
| The Research Institute shall disclose to JST each Invention created in performing the Collaborative Research within ten (10) business days. | Article 9.2  Appendix 6 | Agreed |
| The Research Institute and JST expressly reserve the right to use the jointly-owned Foreground IPR only for educational and non-profit research purposes without a prior written consent of the other party. | Article 9.6 | Agreed |
| Each Party has a right to grant a non-exclusive, non-transferable and non-sublicensable license, including option of such license under any Foreground IPR jointly owned by the Parties to a third party who indicated in writing its desire and reasonable plan to commercialize the Foreground IPR without a prior written consent of the other Party. Each Party agrees to obtain prior written consent from the other Party in order to grant the foregoing license to any party other than the foregoing third party. The third party shall not be construed as including an individual or an entity engaged in, involved in or related to anti-social activities such as making violent demands, making unreasonable demands beyond the scope of legal responsibilities, etc. | Article 9.7 | Agreed |
| The Research Institute shall acknowledge that the source of the Research Funds is the tax money collected by the Japanese government, and ensure that the Research Institute, exclusive licensee and any successors or assigns of Foreground IPR which are not owned by JST are required to grant a royalty-free license to JST with a right to grant a sublicense under such Foreground IPR upon receipt by the Research Institute of a written request of JST only to the extent necessary to improve public welfare and/or promote public interest in Japan. | Article 9.9 | Agreed |
| The Research Institute and JST shall not transfer its portion of any Foreground IPR owned jointly by the Parties to a third party without the prior written approval of the other Party. | Article 9.10 | Agreed |
| The Research Institute and JST shall indemnify and hold the other party harmless from, and defend the other party against, any and all claims, actions, demands, liabilities, losses, damages, taxes, costs, and expenses. | Article 11 | Agreed |
| The governing law of the Collaborative Research Agreement shall be the laws of Japan and the arbitration shall be held in Tokyo, Japan. | Article 14 | Agreed |
| The Research Institute shall accept other terms and conditions stated in the Collaborative Research Agreement. | All articles including appendices | Agreed☐ |
| If any box remains unchecked, please describe why it was not agreed: | | |

**AGREED AND ACCEPTED BY (Duly authorized representative in charge of the Collaborative Research Agreement with JST):**

|  |  |
| --- | --- |
| Printed Name |  |
| Signature |  |
| Date |  |
| Title |  |
| Affiliation |  |