

**JAPAN SCIENCE AND TECHNOLOGY AGENCY**

**AND**

**THE NAME OF RESEARCH INSTITUTE**

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**PRESTO**

**COLLABORATIVE RESEARCH AGREEMENT**

**FY2025**

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This Collaborative Research Agreement (the “**Agreement**”) is entered into and made effective as of [Month] [Day], [Year] (the “**Effective Date**”) by and between:

- Japan Science and Technology Agency, a core national institution responsible for the implementation of science and technology policy in Japan, having its principal office at Science Plaza, 5-3, Yonbancho, Chiyoda-ku, Tokyo 102-8666, Japan (“**JST**”);
- [Name of Research Institute], having its principal place of business at [address] (the “**Research Institute**”).

JST and the Research Institute shall also be called “Party” individually, and “Parties” collectively.

### **RECITALS**

WHEREAS, JST aims to create innovations in science and technology as a core national institution responsible for the implementation of science and technology policy in Japan;

WHEREAS, JST intends to conduct the Collaborative Research (hereinafter defined) as one of Strategic Basic Research Programs with the aim of producing results that will become wellsprings of innovation in science and technology and foster future research leaders by having individual researchers pursuing original and challenging research;

WHEREAS, JST wishes that Collaborative Research (hereinafter defined) be conducted at the facility of the Research Institute in cooperation with JST;

WHEREAS, the Research Institute is desirous to conduct the Collaborative Research in cooperation with JST at its facilities.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

## **ARTICLE 1. DEFINITIONS; INTERPRETATION AND CONSTRUCTION**

### **1.1 Definitions**

For purposes of this Agreement, the terms listed in this Article 1 within quotation marks shall have the meanings given to them in this Article 1.

*“Account Report”* has the meaning set forth in Article 6.2.

*“Application”* means an application, including a provisional application, for registration or recognition of any Intellectual Property Rights in any jurisdiction.

*“Background IPR”* means any 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 any Research Funds.

*“Collaborative Research”* means a research project defined in Appendix 1 which is conducted using Research Funds.

*“Collaborative Research Period”* has the meaning defined in Appendix 1 (5).

*“Confidential Information”* means any information designated at the time of disclosure as “Confidential,” “Proprietary” or some similar designation in tangible or intangible form and made available by or on behalf of one Party to the other Party in connection with or pursuant to this Agreement. Orally communicated information will be Confidential Information if it is confirmed in writing as being Confidential Information within five (5) business days after its initial disclosure. Confidential Information does not include any information that:

- (i) the receiving Party has proof that it already possessed at the time of the disclosure by the disclosing Party;
- (ii) was in the public domain prior to the disclosure by the disclosing Party;
- (iii) becomes public domain at the time of or after the disclosure by the disclosing Party without any breach of any confidentiality obligation of the receiving Party;
- (iv) is or was disclosed to the receiving Party by a third party having no fiduciary relationship with the disclosing Party and having no obligation of confidentiality with respect to such Confidential Information; or
- (v) the receiving Party has proof that it independently developed or discovered without use of any such Confidential Information.

*“Direct Costs”* has the meaning set forth in Article 5.2.

*“Effective Date”* has the meaning set forth in the beginning of this Agreement.

*“External Funds”* means any funds provided by any person or entity other than the Parties in connection with, or to be dedicated to, the Collaborative Research or activities relevant to the Collaborative Research.

“*Fiscal Year*” means JST's fiscal year, which starts on April 1 and ends on March 31 of the following calendar year.

“*Foreground IPR*” means an Intellectual Property Right claiming an Invention. Moral rights permitted by applicable law are excluded.

“*Indirect Costs*” has the meaning set forth in Article 5.5.

“*Inspection and Acceptance*” means the series of actions necessary to confirm that:

- (i) Equipment is exactly the one ordered; and
- (ii) to confirm the Equipment functions as expected without any problem.

“*Intellectual Property Rights*” means any and all rights recognized as intellectual property rights in any jurisdiction, including, but not limited to:

- (i) patent rights, utility model rights, design rights, breeder's rights, rights protecting to circuit layout/mask works, and rights relating to applications (including provisional applications) and/or registration of foregoing rights;
- (ii) copyrights, rights associated with original works of authorship, and databases;
- (iii) rights relating to the protection of trade secrets, confidential or proprietary information and know-how; and
- (iv) all rights analogous to those set forth in subsections (i) through (iii) of this definition.

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

“*Misappropriation*” means misappropriation of Research Funds such as fraudulent use of Research Funds, wasting Research Funds, and abusing Research Funds. Spending the Research Funds for a purpose other than the Collaborative Research is included in Misappropriation.

“*Misconduct*” means misconduct in research activities such as Fabrication, Falsification, and Plagiarism, as defined below, and other forms of misconduct (examples are set forth below).

- (i) Fabrication is making up data or research results that actually do not exist.
- (ii) Falsification is manipulating research materials, equipment, or process and modifying data or results of research activities to be untrue.
- (iii) Plagiarism is appropriating another researcher's ideas, analyses, analytical methods, data, research results, research papers, or words without such researcher's permission or proper citation.

Examples of other forms of misconduct include, but are not limited to, multiple submissions of the same research results and inappropriate authorship (or with improper authors for Publications). A duplicate submission with no proper citation may be regarded as a self-plagiarism.

“*Principal Investigator*” means [NAME, TITLE, ORGANIZATION] who is responsible for managing, facilitating, and accomplishing the Collaborative Research as approved by the Research Supervisor.

*“Project Personnel”* means Research Staff(s) and Research Assistant(s) of the Research Institute, collectively or individually. All Project Personnel shall be identified in Appendix 2 which is to be updated by the Research Institute at least once a year.

*“Publication”* means any public disclosure such as to publish, announce, or otherwise make public.

*“Request for Refund”* means a document JST issues to the Research Institute requesting refund of Research Funds which:

- (i) have not been spent; or
- (ii) have been assessed as deviated expenditure from the rules described in Appendix 5.

*“Research Assistant”* means an employee of the Research Institute who performs supportive tasks (e.g., data collection/editing, taking care of animals and/or plants, washing laboratory instruments) under the direction of the Principal Investigator. For avoidance of doubt, a student employed part-time by the Research Institute may be considered as Research Assistant depending on his/her duties. The total number of Research Assistant(s) and Student(s) shall not exceed five.

*“Research Budget”* means the budget for the Collaborative Research on a Fiscal Year basis and as reflected in Appendix 3.

*“Research Funds”* means the funds which JST provides to the Research Institute according to the agreed Research Budget in the Agreement for the performance of the Collaborative Research and confirmed by JST in accordance with the terms of this Agreement.

*“Research Materials”* means experimental data, information, and materials which one Party provides to the other Party in connection with the Collaborative Research. The Parties may agree to treat the Research Materials confidential in writing on the same condition described in Article 7.

*“Research Results”* means all results arising out of or in the course of the Collaborative Research, including, but not limited to, Inventions and anything else otherwise protectable as Intellectual Property Rights. For avoidance of doubt, Research Results shall not include any Background IPR.

*“Research Staff”* means two or fewer employees of the Research Institute who are responsible for conducting the Collaborative Research under the supervision and advice of the Principal Investigator. For avoidance of doubt, a student employed part-time by the Research Institute may be considered as Research Staff depending on his/her duties.

*“Research Supervisor”* means [NAME, TITLE] of JST who is responsible for coordinating and approving research plans proposed by the Principal Investigator.

*“Support Staff”* means Research Assistant(s) and Student(s) of the Research Institute, collectively or individually. The total number of Support Staff shall not exceed five.

“*Student*” means a graduate student who is not employed by the Research Institute but performs similar supportive tasks as Research Assistant under the direction of the Principal Investigator and who is approved as a member of the Research Institute in writing by the Principal Investigator and the Research Supervisor. The total number of Research Assistant(s) and Student(s) shall not exceed five.

“*Unit*” means the minimum configuration of system or apparatus that performs a specific function in isolation, for example, an electron microscope camera is regarded as a Unit when the camera is a part of an electron microscope system but functions independently while the electron microscope also functions without the camera.

The terms regarding costs and expenses unlisted in this Article 1 are defined in Appendix 5.

## 1.2 Interpretation and Construction

- 1.2.1 As used in this Agreement, the terms “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”
- 1.2.2 The terms “hereof,” “herein,” and “hereunder” and terms of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.2.3 Unless otherwise stated in this Agreement, a reference in this Agreement to an Article, Section, or Appendix shall be deemed a reference to an Article or Section of, or an Appendix to, this Agreement. All Appendices to this Agreement constitute an integral part of this Agreement.
- 1.2.4 The definitions contained in this Agreement are applicable to the singular as well as the plural forms.
- 1.2.5 Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.
- 1.2.6 Any agreement, instrument, statute, regulation, rule or order defined or referred to in this Agreement (or in any agreement or instrument that is referred to in this Agreement) means such agreement, instrument, statute, regulation, rule or order as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes, regulations, rules or orders) by succession of comparable successor statutes, regulations, rules or orders, and references to all attachments thereto and instruments incorporated therein.

## **ARTICLE 2 – COLLABORATIVE RESEARCH**

### 2.1 Scope of Collaborative Research

- 2.1.1 The Research Institute shall be responsible for carrying out the Collaborative Research, in cooperation with JST.

- 2.1.2 Collaborative Research except contracted works that does not include the research component shall not be outsourced in whole or in part to a third party without prior written approval of JST. For the avoidance of doubt, maintenance of Equipment, testing, analysis, inspection, and other services may be outsourced to a third party without prior written approval of JST.

2.2 Resources for Collaborative Research

- 2.2.1 Unless otherwise agreed by JST in writing, the Research Institute shall make available its existing human resources, materials, facilities, and equipment necessary for conducting the Collaborative Research.
- 2.2.2 If requested by JST, the Research Institute agrees to take custody of any Equipment and perform necessary maintenance of the Equipment upon JST's delivery of the Equipment to the Research Institute. The Research Institute shall have the Equipment used solely for the purpose of the Collaborative Research Agreement. The cost of the maintenance of such Equipment while it is in custody of the Research Institute can be allocated as a part of Others.
- 2.2.3 Any Equipment delivered by JST under Article 2.2.2 and/or procured by the Research Institute using the Research Funds shall remain the property of JST. Such Equipment may be returned to JST at the expense of JST if JST so desires upon expiration or termination of this Agreement.
- 2.2.4 The Research Institute shall keep any Equipment delivered by JST under Article 2.2.2 and/or procured by the Research Institute using the Research Funds in good working order. Such Equipment may be moved at JST's cost to other research institute to which the Principal Investigator transfers. The Research Institute shall cooperate in good faith with JST in moving the Equipment.
- 2.2.5 With the prior written notice of JST, JST shall have a right to inspect the Equipment delivered by JST to the Research Institute under Article 2.2.2 and/or procured by the Research Institute using the Research Funds. Such inspection shall be conducted by JST's employees or other personnel designated by JST. JST shall bear the costs for such inspection.

2.3 Supervision of the Collaborative Research

JST and the Research Institute agree that the Collaborative Research shall be supervised by the Research Supervisor. If for any reason Research Supervisor cannot perform the supervisory role, JST shall appoint her/his successor.

2.4 Regulatory Licenses, Consents, and Approvals

The Research Institute shall obtain all regulatory and applicable licenses, consents, and approvals necessary to carry out the Collaborative Research.

2.5 Changes in the Collaborative Research

If a change of direction and/or scope of the Collaborative Research is requested of the Research Institute by Principal Investigator, the Research Institute shall obtain prior written approval of JST before agreeing to or implementing such change.

### **ARTICLE 3 – PROJECT PERSONNEL**

For the purposes of this Article 3, Project Personnel shall not include Student.

#### **3.1 Engagement of Project Personnel**

The Research Institute agrees to secure the Project Personnel if the Principal Investigator requests. The Project Personnel shall not be considered or treated as employees of JST, rather, the Research Institute shall treat each such Project Personnel as its own employee. Costs of employing the Project Personnel, including applicable taxes and benefits, can be allocated as a part of Direct Costs in accordance with Article 5, and shall be reported to JST in accordance with the terms of this Agreement.

#### **3.2 No Discrimination in Engagement of the Project Personnel**

The Research Institute shall commit (and adhere to such commitment) that there must be no discrimination under the applicable laws in recruiting the Project Personnel.

#### **3.3 Scope of Work Assigned to the Project Personnel**

The Research Institute shall obtain the prior written consent of the Principal Investigator with regard to the scope of work assigned to each Project Personnel.

#### **3.4 Addition or Replacement of the Project Personnel**

The Research Institute agrees to secure additional Project Personnel or replace existing Project Personnel, upon the request of Principal Investigator to the extent such addition or replacement is necessary in the opinion of the Principal Investigator for the Collaborative Research.

#### **3.5 Procedure for Change of Project Personnel**

If the Research Institute wishes to add or replace the Project Personnel pursuant to Article 3.4, the Research Institute shall provide JST with prior written notice for such change.

The Research Institute shall compel the newly joined Project Personnel to fulfil the Article 9.1.4.

### **ARTICLE 4 – RESEARCH FUNDS**

#### **4.1 Research Funds**

##### **4.1.1 The Research Institute shall use the Research Funds solely for the purpose of the Collaborative Research.**

##### **4.1.2 The Research Institute shall ensure that the Research Funds under the Agreement are to be used properly, efficiently, effectively, sparingly and in a manner allowable by the Agreement, and shall constantly monitor its use of the Research Funds as its own responsibility.**

##### **4.1.3 The Research Institute shall submit to JST by e-mail without delay the invoice for an amount designated in Appendix 3. JST shall pay the invoiced amount by wire transfer to the bank account designated in Appendix 3 within thirty (30) days after its receipt of the invoice. Any loss of value, taxes, commissions, or other expenses incurred in the transfer of the Research Funds or in the conversion of currency shall not be reimbursed**



by JST to the Research Institute. JST reserves its right to request a refund of the Research Funds in accordance with the terms of this Agreement.

- 4.1.4 All amounts payable by JST to the Research Institute under this Agreement are inclusive of VAT (or any similar taxes) which the Research Institute may be required to pay at the rate prescribed by applicable laws.

4.2 Expenses and Fiscal Year

No portion of the Research Funds for certain Fiscal Year shall be applied for any costs and expenses spent in a different Fiscal Year. Unless the costs and expenses occurred in certain Fiscal Year are reported in the Account Report for that Fiscal Year, the Research Fund shall not be used for such costs and expenses. For the avoidance of doubt, ordering, delivery, inspection and acceptance of Equipment and Materials & Consumables are required to occur in the same Fiscal Year to be covered by the Research Funds.

4.3 Costs and Expenses in Excess of Research Budget

Any costs and expenses incurred by the Research Institute in excess of the Research Budget shall be borne by the Research Institute, and JST shall have no obligation to pay to or reimburse the Research Institute for any such costs and expenses.

4.4 No Carryover of Research Funds

All Research Fund shall be provided on a Fiscal Year basis. The Research Institute shall not spend any portion of the Research Funds provided by JST for a given Fiscal Year during a different Fiscal Year. With regard to the budget categories "Equipment," "Materials & Consumables," and "Others," the delivery of goods or services and Inspection and Acceptance thereof must be completed within the same Fiscal Year. Upon review of the Account Report of a given Fiscal Year, JST may issue a Request for Refund for so much of the Research Funds which have not been spent during such Fiscal Year which may include unapproved expenditure(s), and the Research Institute shall return the requested amount to JST in accordance with Article 6.2.3.

4.5 No External Funds

Unless otherwise agreed by JST in writing, the Research Institute shall not solicit or accept any External Funds for the Collaborative Research.

## **ARTICLE 5 – DIRECT AND INDIRECT COSTS**

5.1 Costs and Expenses for the Collaborative Research

Costs and expenses for the Collaborative Research shall consist solely of "*Direct Costs*" and "*Indirect Costs*" defined herein below.

5.2 Direct Costs

"*Direct Costs*" mean costs and expenses which contribute directly and wholly to the Collaborative Research, such as costs and expenses for Equipment, Materials & Consumables, Travel, Personnel, and Others as described in Appendix 5. The budget allocation of the Direct Costs for each category is shown in Appendix 3.

5.3 Virement of Budget

If the actual cost of any Direct Costs Budget Categories for a certain Fiscal Year is foreseen to be less than the Research Budget allocated for such Direct Costs Budget Category for that Fiscal Year in Appendix 3, the Research Institute may apply the difference to any other Direct Costs Budget Category(ies). However, if the total amount of such shifting is more than fifty percent (50%) of the total Direct Costs in the Research Budget, the Research Institute must obtain prior written approval of JST before doing so.

#### 5.4 Period Apportionment of Direct Costs

In the case of lump-sum advance payment for multi-year use of service or item, in principle, only the amount applicable for the Fiscal Year (the amount corresponding to the elapsed period of the Fiscal Year) can be recorded as Direct Costs. Similarly, from the next fiscal year onwards, only applicable amount for each fiscal year can be recorded, as long as the Collaborative Research is continued.

(Note) However, full amount can exceptionally be recorded in a lump-sum in the Fiscal Year for software license or downloadable e-book (the cost of which is fixed for a certain period of time) etc., if all of the following conditions are met:

- (i) The item is procured for the purpose of use within the Fiscal Year;
- (ii) Inspection and acceptance are completed within the Fiscal Year;
- (iii) The start date of use is within the Fiscal Year;
- (iv) The item cannot be cancelled (returned or refunded) after purchase; and
- (v) The period of use must be within the research period specified in the Research Plan. (In principle, expense after the research period cannot be allowed.)

#### 5.5 Indirect Costs

“*Indirect Costs*” mean costs that cannot be readily identified to be wholly contributing to the Collaborative Research, such as maintaining and managing the Research Institute’s facilities. The Indirect Costs to be paid by JST to the Research Institute under this Agreement shall be agreed between the Parties which rate shall not exceed thirty percent (30%) of the total Direct Costs on Fiscal Year basis. In case any part of Direct Costs is returned by the Research Institute to JST for certain Fiscal Year, the cap for the Indirect Costs for that Fiscal Year shall be recalculated reflecting the amount of the Direct Costs returned to JST. The Research Institute shall also return to JST the difference between the Indirect Costs provided by JST and the recalculated cap which shall be the agreed percent of the adjusted Direct Costs on top of the Direct Costs returned to JST.

The Research Institute shall ensure the validity of Indirect Costs expenditures in accordance with Appendix 5.

#### 5.6 Rules of Direct/Indirect Costs

The Research Institutes recognizes that the Research Funds are financed from National Treasury in Japan and that spending thereof may be the subject of scrutiny of the Japanese government. The Research Institute agrees to fully comply with the categorization and rules concerning Direct Costs and Indirect Costs described in Appendix 5 and to utilize the Research Funds paying particular attention to cost economy, efficiency, effectivity, compliancy, legitimacy, and accuracy.

#### 5.7 Expenses Not Contemplated by Agreement

With respect to any expense which is not covered by Direct Costs or Indirect Costs or is not specifically described in Appendix 5, the Research Institute shall obtain the written approval of JST before using any of the Research Funds for such expense.

## **ARTICLE 6 - ACCOUNTING**

### **6.1 Accounting Records**

The Research Institute shall maintain accounting records reflecting all monetary transactions concerning the Collaborative Research, and shall keep supporting receipts and other documentary evidence of any and all deposits, withdrawals, income, and expenditures for a period of five (5) years after the expiration or termination of this Agreement.

### **6.2 Account Report**

- 6.2.1 The Research Institute shall, within thirty (30) days after the end of the Fiscal Year and expiration or termination of this Agreement or within the specified period otherwise designated by JST in writing, whichever is earlier, submit to JST an accounting report in the form set forth in Appendix 4 ("*Account Report*"). The Account Report shall be prepared in English language and be subject to Generally Accepted Accounting Principles. The Research Institute shall identify necessary and sufficient information that allows JST to verify income and expenditure concerning the research activity. For that purpose, besides the main report item ("*Income and Expenditure*"), the Research Institute is required to provide detailed information titled "Income", "Expenditure," and "Purchase of Equipment". "Expenditure" shall at least include such kinds of information as exemplified in "Remarks" of the sample format by every single expenditure (except for Indirect Costs). The Research Institute shall be solely responsible for providing JST with such information in compliance with all applicable laws and regulations including but not limited to the General Data Protection Regulation (to the extent it applies).
- 6.2.2 JST, through its employees or representatives, shall have the right to inspect at the venue of the Research Institute all books, vouchers, and other records of the Research Institute relating to the Collaborative Research to the extent JST deems reasonably necessary to determine the accuracy of the Account Report. The cost of such inspection shall be borne by JST and the Research Institute shall cooperate in good faith when audit to be implemented by JST. JST may ask the Research Institute to correct the Account Report and to return the portion of unapproved expenditure as the result of the inspection.
- 6.2.3 If the total costs and expenses in the Account Report approved by JST are less than the amount of the Research Funds provided by JST, JST shall issue a Request for Refund to the Research Institute for the Research Funds which was not spent, and/or was spent on items unapproved by JST, including a refund for adjusted Indirect Costs in accordance with Article 5.5, if any. Within thirty (30) days from its receipt of the Request for Refund, the Research Institute shall refund the requested amount to JST in the Research Institute's local currency by wire transfer to JST's bank account as designated in the Request for Refund. Any withholdings whatsoever, and any taxes, duties, or levies of any kind that may be assessed on the refund, and all fees and charges for wire transfer of the refund shall be borne by the Research Institute.

## **ARTICLE 7 - CONFIDENTIALITY**

7.1 Access to, and Ownership of, Confidential Information

7.1.1 Each of the Parties acknowledges that, it may disclose its Confidential Information to the other Party to perform the Collaborative Research under this Agreement.

7.1.2 The receiving Party of the Confidential Information of the disclosing Party understands and acknowledges that all Confidential Information disclosed by the disclosing Party is and shall remain the sole and exclusive property of the disclosing Party.

7.2 Confidential Information Obligations

The receiving Party agrees to:

- (i) keep any Confidential information of the disclosing Party confidential and not disclose it to any third party except with the prior written consent of the disclosing Party;
- (ii) use the disclosing Party's Confidential Information only in furtherance of performance of the Collaborative Research and the objectives of this Agreement; and
- (iii) use the same degree of care to protect the disclosing Party's Confidential Information as the receiving Party would for its own Confidential Information and, in any event, no less than a reasonable degree of care.

7.3 Legal Compulsion to Disclose Confidential Information

If a receiving Party is compelled by law, regulation, or order of a court of competent jurisdiction to disclose any of the disclosing Party's Confidential Information, the receiving Party shall notify the disclosing Party as soon as possible after the receiving Party becomes aware of its legal obligation to disclose the Confidential Information, so that the disclosing Party may seek a protective order or other appropriate relief. The receiving Party agrees to cooperate, at the disclosing Party's expense, in seeking such order or other relief. If disclosure is ultimately required, notwithstanding Article 7.2, the receiving Party is allowed to furnish only that portion of the Confidential Information that is legally required, subject to exercising reasonable efforts to obtain assurances that such Confidential Information will be kept confidential.

7.4 Obligations upon Expiration or Termination of the Agreement

Upon the expiration or termination of this Agreement, the receiving Party shall:

- (i) return to the disclosing Party all Confidential Information of the disclosing Party and all copies thereof, regardless of its form; and
- (ii) destroy any Confidential Information of the disclosing Party that cannot be returned.

7.5 Equitable Relief.

The Parties acknowledge that the Confidential Information is of value to the disclosing Party and that disclosure or unauthorized use of that Confidential Information by the receiving Party may cause irreparable injury to the disclosing Party. Consequently, each of the Parties agrees that, in addition to any other remedies that a disclosing Party may have, the disclosing Party shall be entitled to seek injunctive and other equitable relief to prevent the breach (or the further breach) of the provisions of this Article 7. The Parties waive the requirement of any bond being posted as security. Such remedies shall not be exclusive but shall be in addition to all other remedies available at law or in equity.

7.6 Survival of Confidentiality Obligations

This Article 7 shall survive the expiration or termination of the Agreement for a period of five (5) years unless otherwise extended or shortened by mutual written agreement between the Parties.

**ARTICLE 8 – PUBLICATION OF RESEARCH RESULTS**

8.1 Obligations Concerning Intended Publication

When the Research Institute intends to make Publication of any Research Results, the Research Institute shall:

- (i) provide prompt, advance, and written notice of such intention to JST; and
- (ii) provide JST with an advance copy of any planned Publication within not less than thirty (30) days prior to submission of such Publication.

8.2 Delay of Publication; Redaction of Confidential Information

When either Party deems it necessary, in its reasonable discretion, to protect Foreground IPR in and to the Research Results, such a Party may request, and the other Party shall comply with such request, to:

- (i) delay the Publication for a period up to ninety (90) days from the originally intended date of the Publication; or
- (ii) redact or remove any Confidential Information from such Publication.

8.3 Acknowledgment of JST Funding

The Research Institute shall acknowledge in such Publication that the Collaborative Research from which the Research Results were obtained was funded by JST.

**ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS**

9.1 Ownership of Foreground IPR

9.1.1 Subject to IP Expenses sharing under Article 9.1.2, the Parties agree to equally own all rights, titles, and interests in Foreground IPR (“*RTI-in-IPR*”) including all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to such Foreground IPR, and all causes of action, including causes of action for past, present, or future infringement thereof.

9.1.2 The Parties shall bear equally all out-of-pocket expenses incurred relating to preparation, filing and prosecution of Applications, and maintenance and defense of RTI-in-IPR (“*IP Expenses*”). For avoidance of doubt, the salaries and costs of each Party’s employees including those who are working for technology transfer office or legal affairs office of the Research Institute are not included in IP Expenses.

9.1.3 If a Party does not bear equally the IP Expenses for Foreground IPR contrary to Article 9.1.2, the other Party has a right to own the RTI-in-IPR for such Foreground IPR in its entirety and the Party shall execute any and all documentation necessary to perfect the ownership of the other Party.

9.1.4 The Research Institute shall have its respective Principal Investigator and Project Personnel execute a written instrument evidencing that each Principal Investigator and Project Personnel:

- (i) acknowledges that all his/her work for the Collaborative Research and all Foreground IPR therein are owned by the Research Institute and/or JST;
- (ii) agrees that, should any Foreground IPR be held by a court of competent jurisdiction to not be owned by the Research Institute or JST, he/she will assign and transfer the ownership right therein to the Research Institute and/or JST;
- (iii) agrees that he/she will take such action and execute such documents as the Research Institute or JST may request to evidence and perfect the Research Institute's and/or JST's ownership of Foreground IPR; and
- (iv) agrees to cooperate with the Research Institute and/or JST for preparation, filing, prosecution, maintenance, and defense of such Foreground IPR.

The Research Institute shall provide a copy of the written instrument described in this Article 9.1.4 to JST within ten (10) business days upon JST's written request.

- 9.1.5 JST shall not be responsible for any monetary consideration or compensation to be made to those, including inventor(s), who made contribution in discovering or creating Inventions, for assignment of Foreground IPR claiming the Inventions.

## 9.2 Disclosure of Invention and Subsequent Application

- 9.2.1 The Research Institute shall, within ten (10) business days of discovery or creation of Inventions, disclose to JST each Invention by filling the form described in Appendix 6 or Research Institute's standard invention disclosure form which shall at least provide all the information to be filled in Appendix 6 or equivalent and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to JST. The Research Institute shall not file any Application pertaining to Inventions without prior written approval of JST.
- 9.2.2 Following the disclosure of the Invention pursuant to Article 9.2.1, to the extent the Invention is subject to patent rights, utility model rights, design right, breeder's rights or rights protecting circuit layout/mask works, the Research Institute shall notify JST of its intention to file an Application pertaining to such Invention (the "First Application") in writing within thirty (30) days from the disclosure of such Invention, regardless of whether the Research Institute itself files the Application. JST shall send a written notice to the Research Institute if JST decides to file the First Application. If JST files the First Application solely or jointly, JST and the Research Institute shall duly execute a deed of assignment. If the Research Institute does not so notify JST within the aforementioned time period, JST has a right to own the First Application including RTI-in-IPR issued from the First Application in its entirety and the Research Institute shall execute any and all documentation necessary to perfect the ownership of JST in accordance with Article 9.1.3.
- 9.2.3 If the Research Institute, pursuant to Article 9.2.2 hereinabove, notifies JST of its desire to jointly own the First Application, the Parties shall, within thirty (30) days from such notice, discuss in good faith which Party shall have the responsibility and authority to take all reasonable actions necessary and appropriate to seek and maintain patent protection for the First Application ("Lead Party"). A Party which is not Lead Party shall provide cooperation for prosecution of the First Application reasonably requested by the Lead Party. If the Parties fail to determine the Lead Party within the thirty-day

(30-day) period, JST shall be the Lead Party. The Lead Party shall, with respect to the First Application;

- (i) provide to the other Party a copy of any draft sufficiently prior to filing thereof in order to provide the other Party with reasonable opportunity to review and provide comments thereon, and the other Party shall provide comments, if any, within ten (10) business days of receipt of the draft so as not to delay the filing;
- (ii) provide to the other Party copies of all substantive communications received from the patent office, as well as copies of all grants or certificates of registration, and the other Party shall provide comments, if any, within thirty (30) days of its receipt;
- (iii) give due consideration to any comments provided by the other Party, although the Lead Party shall have the ultimate decision authority; and
- (iv) not abandon the prosecution (except in favor of a continuation, divisional or continuation-in-part application) or the maintenance of the patent issuing therefrom without notifying the other Party in writing at least ninety (90) days in advance of any applicable deadline and allowing the other Party the opportunity to prosecute or maintain the application or the patent issuing therefrom at its sole expense.

9.2.4 If either JST or the Research Institute notifies the other Party in writing that it elects not to be responsible for any further IP Expenses with respect to the First Application owned jointly by the Parties, such Party shall not be responsible for the IP Expenses after expiration of sixty-day (60-day) period from the date of the notice, and such Party shall take all necessary actions to transfer all its RTI-in-IPR with respect to the First Application (and patent issuing therefrom) to the other Party, and the other Party has a right to the RTI-in-IPR with respect to the First Application in its entirety in accordance with Article 9.1.3.

9.2.5 Upon receipt of the disclosure under Article 9.2.1 hereinabove, if JST elects not to file the First Application for such Invention, the Research Institute may take steps to file the First Application under its own name at its own cost in accordance with Article 9.1.3, provided that, the Research Institute shall acknowledge that the First Application is subject to the provisions of Article 17, paragraph 1 of the Industrial Technology Enhancement Act, and shall indicate in the application documents (including, the application for Japan and transfer into the national phase in Japan) that the Application is associated with the results of research with which the national government of Japan has entrusted the Parties in accordance with Article 23, paragraph 6 of the Regulation for Enforcement of the Patent Act.

### 9.3 Family Applications

9.3.1 After a First Application owned jointly by the Parties is filed, a Party which desires to file an Application(s) directly or indirectly claiming priority from the First Application (“*Family Application*”) shall provide the other Party with a written notice identifying countries and/or type of Family Application(s) such as Patent Cooperation Treaty, European Patent Convention, the Hague Agreement Concerning the International Registration of Industrial Design, to be filed. The other Party shall notify the Party in writing within fourteen (14) days upon receipt of the written notice from the Party, if it wishes to jointly own the Family Application(s) pursuant to Article 9.1.2. If the other Party does not so notify the Party within the aforementioned time period, (i) the Party

has a right to own the Family Application(s) including RTI-in-IPR with respect to the Family Application(s) in its entirety and the other Party shall execute any and all documentation necessary to perfect the ownership of the Party in accordance with Article 9.1.3; and (ii) if the Party is not the Lead Party for the First Application, the other Party shall provide information reasonably necessary to complete application and prosecution of the Family Applications with no delay upon its receipt of a request from the other Party at its own cost.

- 9.3.2 If the Parties agree to jointly own the Family Applications pursuant to Article 9.1.2, the Lead Party shall have the responsibility and authority to take all reasonable actions necessary and appropriate to seek and maintain patent protection for the Family Applications and shall take all necessary actions in Article 9.2.3 (i) through (iv) with respect to the Family Applications.

9.4 Foreground IPR Subject to Confidentiality Obligations

The Parties shall treat any and all information regarding and/or related to Foreground IPR as Confidential Information disclosed by the other Party only for the purpose of the confidentiality obligations set forth in Article 7. Under this Article 9.4, the Parties shall include Student.

9.5 Delay of Publication

Notwithstanding paragraph (i) of Article 8.2, any information regarding any Inventions shall not be published or publicly disclosed by the Research Institute without JST's prior written approval, until the applicable Application has been filed.

9.6 Right to Use Jointly Owned Foreground IPR

Each Party expressly reserves the right to use the jointly owned Foreground IPR only for educational and non-profit research purposes. Unless specifically stated otherwise in this Agreement, any Party shall not exploit the jointly owned Foreground IPR for other purposes without a prior written consent of the other Party. For the avoidance of doubt, educational and non-profit research under this Agreement shall not include any research for commercial purposes, including but not limited to (i) any research program sponsored by a third party which allows the third party to use the jointly owned Foreground IPR; (ii) any performance of services for a fee; and (iii) any development or production of tangible or intangible products and/or services for sale.

9.7 Licensing

- 9.7.1 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. A third party stipulated in this Article 9.7.1 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.
- 9.7.2 Each Party shall not grant an exclusive license including option of such license under any Foreground IPR jointly owned by the Parties to any third party without prior written consent of the other Party.



- 9.7.3 Each Party shall immediately provide the other Party with a copy of the fully-signed agreement entered pursuant to Articles 9.7.1 and/or 9.7.2 without delay.
- 9.8 Non-Assertion  
Any Foreground IPR owned by one Party in its entirety under this Agreement shall not be asserted against educational and non-profit research use by the other Party.
- 9.9 Assignment by the Party  
Neither Party shall 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.
- 9.10 Background IPR  
All Background IPR of a Party introduced or disclosed to the other Party for the purposes of the Collaborative Research shall remain the property of the Party introducing and/or disclosing the same. The Parties agree that the use of such Background IPR shall be limited to performing each Party's obligations under this Agreement.
- 9.11 Waiver of Right in Jointly Owned Foreground IPR  
A Party who desires to stop contributing IP Expenses necessary to maintain a certain jointly owned Foreground IPR shall provide a sixty-day (60-day) prior written notice designating the Foreground IPR subject to such waiver of ownership interest to the other Party unless otherwise agreed by the Parties. Upon the end of such sixty-day (60-day) period or other period agreed by the Parties, the designated ownership interest of such Party in such jointly owned Foreground IPR shall be assigned to the other Party paying such IP Expenses for the Foreground IPR and such Party shall execute any and all documentation necessary to perfect the ownership of the other Party in accordance with Article 9.1.3.
- 9.12 Requirements for Solely Owned Foreground IPR
- 9.12.1 The Research Institute shall, with regard to its solely owned Foreground IPR pursuant to Article 9.2.5 or 9.11, acknowledge that (a) the original source of Research Funds is Japan's tax revenue and (b) the sole ownership of Foreground IPR by the Research Institute is subject to the provisions of Article 17, paragraph 1 of the Industrial Technology Enhancement Act and related guidelines, and comply with all of the following:
- (i) In the event the Research Institute intends to grant an exclusive license or transfer the ownership of the Foreground IPR to any third party, the Research Institute shall obtain JST's prior written approval;
  - (ii) The Research Institute shall, upon request by the national government of Japan, grant JST a royalty-free, non-exclusive license with the right to sublicense others in the Foreground IPR for the purpose of carrying out the public interest of Japan;
  - (iii) In the event the Research Institute has not been utilizing the Foreground IPR for a considerable period of time without any justifiable reason, and upon JST's request by clarifying the particular reason required by the national government of Japan to promote the use of the Foreground IPR, the Research Institute shall grant the right to use the Foreground IPR to a third party designated by JST; and

- (iv) Upon JST's request that the Foreground IPR should be used by domestic companies in Japan to commercialize the results of research, the Research Institute shall grant JST a royalty-free, non-exclusive license with the right to sublicense others in the Foreground IPR.

9.12.2 If the Research Institute breaches any of the foregoing under Article 9.12.1, the Research Institute shall transfer the Foreground IPR to JST free of charge.

## **ARTICLE 10 – COLLABORATIVE RESEARCH REPORT**

### **10.1 Reports**

The Research Institute shall have the Principal Investigator, as applicable, prepare research report(s) on the progress and status of the Collaborative Research, and Research Results in the form designated by JST at the frequency separately specified by JST, and shall submit such report(s) to JST.

### **10.2 Follow up Survey**

JST shall have a right to conduct follow up surveys about the Collaborative Research even after the expiration or termination of the Agreement unless otherwise mutually agreed between the Parties in writing. The Research Institute shall cooperate in good faith when survey is to be implemented by JST.

## **ARTICLE 11 – INDEMNIFICATION**

### **11.1 Indemnification**

11.1.1 Unless otherwise stated in this Agreement, each Party 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 (including fees and expenses of professionals (e.g., attorneys) reasonably incurred) (collectively, "Liabilities") arising out of, relating to, or in connection with, its performance of this Agreement, including such Party's breach of any of its representations and warranties under this Agreement, but only if the Liabilities resulted from the negligence of, or the wrongful acts of, or the omission of the required diligence by, the indemnifying Party. In no event such each Liability shall exceed any amount which is allowed by an applicable law and/or regulation.

11.1.2 Each Party shall be responsible for providing compensation for any injury, sickness, disability, or death of any researcher or personnel participating in the Collaborative Research and employed by such Party in accordance with its employee benefits policies and practices and any applicable laws, including any judgment of a court of competent jurisdiction awarding damages. If such injury, sickness, disability, or death is caused by the other Party's negligence or wrongful acts or omissions, such other Party shall reimburse the Party any amount of compensation paid by the Party in accordance with the foregoing sentence, unless the other Party compensated the affected researcher or personnel directly.

### **11.2 Notice of Indemnification Claim**

Each Party shall, within ten (10) business days after receipt of notice of the commencement of any suit, action, or proceeding brought against such Party giving rise to the right of indemnification (or threats of any of the foregoing), notify the indemnifying Party, in writing, of the same, and send to the indemnifying Party a copy of all papers served.

11.3 Indemnification Procedure

The indemnifying Party under this Article 11 shall, through its counsel and at the expense of the indemnifying Party, assume the defense of any suit, action, or proceeding brought against the indemnified Party based on any claim within the scope of Article 11.1, and the indemnifying Party shall pay any damages assessed against or otherwise payable by such indemnified Party in any such suit, action, or proceeding as a result of the final disposition thereof.

11.4 Settlements

The indemnity obligation set forth in this Article 11 shall not apply to amounts paid by the indemnified Party in settlement of any Liability if such settlement is effected without the written consent of the indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The indemnifying Party shall not settle any suit, action, or proceeding which adversely affects the rights of the indemnified Party under this Agreement without first obtaining the written consent of the indemnified Party, which consent shall not be withheld, conditioned, or delayed unreasonably.

## **ARTICLE 12 - RESTRICTION**

### No Resources to Be Used to Development, Use, Etc. of Weapons

The Research Institute shall not use any Research Funds, technology, information, or property provided by JST under this Agreement or Research Results for the purpose of developing, manufacturing, using, or stockpiling weapons, or providing any of the foregoing to a third party that has any such purpose.

## **ARTICLE 13- COMPLIANCE**

13.1 Compliance with All Applicable Laws and Regulations

The Research Institute shall comply with all applicable laws and regulations, including, but not limited to, export control regulations, in connection with the Collaborative Research and its respective activities under this Agreement, including, but not limited to, recruitment, hiring, employment, and termination of its employees involved in the Collaborative Research.

In case the Collaborative Research involves any research requiring:

- (i) the consent/cooperation of third parties;
- (ii) special degree of care required by applicable laws in handling personal information; or
- (iii) any procedures required by laws and regulations such as bioethical or safety measures,

the Research Institute shall obtain any such required consent/cooperation of third parties, handle personal information with the required degree of care in compliance with

applicable laws, and carry out the legally required procedures, including, but not limited to, obtaining the approval of external and internal ethics committees.

**13.2 Indemnification for Noncompliance**

The Research Institute shall indemnify, defend, and hold harmless JST from and against any claim, proceeding, action, fine, loss, cost, and damages arising out of, relating to, or in connection with, the Research Institute's noncompliance with applicable laws and regulations, including, but not limited to, export control regulations. The Research Institute shall compensate JST for all losses and expenses resulting from the Research Institute's failure to comply with this Article 13.1.

**ARTICLE 14 – GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Japan without regard to its conflict of law provisions. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought to arbitration under the Rules of Arbitration of the International Chamber of Commerce with a single arbitrator to be held in Tokyo, Japan, and the Parties agree to be bound by the decision of the arbitrator. The Parties further agree that such arbitration award shall be final and binding in their respective jurisdictions.

**ARTICLE 15 - LANGUAGE**

This Agreement is prepared in English, and English shall be the only language used in construction and administration of this Agreement, and in documents provided by the Research Institute. Any translation hereof is for the convenience of a Party only and shall not have any effect on the interpretation or construction of this Agreement.

**ARTICLE 16 – INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed to create an employer/employee relationship between the Parties. The Research Institute shall be deemed at all times to be an independent contractor.

**ARTICLE 17 – PREVENTION OF IMPROPER CONDUCT**

The Research Institute shall prevent and take measures against improper conduct such as Misappropriation and Misconduct, including the use of Research Funds for a purpose other than the Collaborative Research and acquisition of the Research Funds through fraudulent means.

In case JST has a suspicion in its sole and absolute discretion about a certain action or inaction by the Research Institute or any researcher or personnel participating in the Collaborative Research and employed by the Research Institute constitutes Misappropriation or Misconduct, JST shall have a right in its sole and absolute discretion to take action(s) against the Research Institute such as conducting necessary interviews of the Research Institute's personnel and inspections. If the Misappropriation or Misconduct is determined, JST shall have a right to suspend or

terminate the Collaborative Research, order the Research Institute to return all or part of the Research Funds, and to announce the details of such Misappropriation or Misconduct officially. JST's determination of a Misappropriation or Misconduct by the Research Institute or any researcher or personnel of the Research Institute pursuant to the foregoing sentence shall be final and binding on the Research Institute and any such researcher or personnel, regardless of the views or opinions of the Research Institute or any such researcher or personnel.

In case the management system and procedures of the Research Institute have directly or indirectly caused Misappropriation or Misconduct, JST will limit the Research Institute using Research Funds pursuant to Article 4 for a period JST determines. Furthermore, the Research Institute agrees and acknowledges that the Research Institute and its researchers involved in Misappropriation or Misconduct shall not be allowed to participate in JST's programs and other public research programs of Japan for a period JST determines.

## **ARTICLE 18 - RESTRICTIONS ON ASSIGNMENT**

This Agreement shall not be assigned in whole or in part by any Party without the prior written consent of the other Party.

## **ARTICLE 19 - TERMINATION**

In the event any Party breaches any material provisions of this Agreement, the non-defaulting Party may notify the defaulting Party of such breach and demand the cure of such breach in writing. If such breach is not cured within sixty (60) days of the date of such notice, the non-defaulting Party may terminate this Agreement immediately without further notice. In addition to termination under this Article 19, the non-defaulting Party shall have and reserve all rights under this Agreement and/or applicable laws to obtain any equitable relief and recover any and all damages caused by the defaulting Party, including the recovery or refund of any portion of the Research Funds paid and unused at the time of such termination. Such unused amount shall be classified as unused Direct Costs and/or Direct Costs expenditures which have not been approved by JST, and any Indirect Costs are also recoverable by JST as a result of Indirect Cost adjustment reflecting such Direct Costs pursuant to Article 5.5. All fees and charges for wire transfer of the refund shall be borne by the Research Institute.

## **ARTICLE 20 – TERM, EXTENSION, AND SURVIVAL OF AGREEMENT**

### **20.1 Term**

Subject to Article 19, the term of this Agreement shall end on March 31 immediately after the Effective Date of this Agreement.

### **20.2 Extension**

Notwithstanding Article 20.1, if either Party gives notice to the other Party prior to the expiration of this Agreement, the Parties may agree in writing to extend the term of this Agreement for one (1) year or less extension term which may be reasonably necessary to continuously perform the Collaborative Research. In the event any Party makes a request to extend the term of this Agreement, the Parties shall negotiate in good faith

and amend the provisions of this Agreement in light of such extension, if the Parties agree to extend the term of this Agreement.

20.3 Survival

The Parties agree unless otherwise mutually agreed in writing that:

- (i) any provisions, rights, and obligations in this Agreement shall remain in force and effect until all the performance by the Parties described in this Agreement, including providing Account Report for the applicable Fiscal Year by the Research Institute and being approved by JST, and receiving refund if any by JST, is completed even after the expiration or termination of this Agreement; and
- (ii) the provision of Articles 2.2.4, 4, 6, 8, 9, 10.2, 11-17, 19-20, and 22-26 shall survive the expiration or termination of this Agreement and shall be binding on each Party, each Party's successors and assigns.

**ARTICLE 21 – FORCE MAJEURE**

If the performance by any Party of any of its obligations under this Agreement (except for payment and refund obligations herein) is delayed or prevented due to any war, earthquake, riot, fire, flood, explosion or other disaster or similar event or any governmental act or regulation or action or embargo, any act of God and any other event beyond such Party's reasonable control, such delayed performance shall not be considered and treated as a breach of this Agreement during the period of the delay caused by such circumstances. However, if the delay in performance continues for more than six (6) months, for whatever reason, the other Party may immediately terminate this Agreement by giving a written notice to the Party whose performance is delayed.

**ARTICLE 22 - NOTICES AND COMMUNICATIONS**

Unless otherwise specified in the Agreement, any notice and communication required or permitted to be given hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by postage prepaid registered mail or by courier service, or (c) transmitted by e-mail (followed by postage prepaid registered mail) to the addresses of the Parties set forth in the first paragraph of this Agreement, and addressed to:

(JST)

\_\_\_\_\_(Name)\_\_\_\_\_, Title, Office of Research Contract, Department of Contract

(Research Institute)

\_\_\_\_\_(Name)\_\_\_\_\_, \_\_\_\_\_(Title)\_\_\_\_\_, \_\_\_\_\_(Affiliation)\_\_\_\_\_

All notices and communications shall be effective on receipt unless otherwise stated in this Agreement. Any Party hereto may change its address for the purposes hereof by giving a written notice to the other Parties.

**ARTICLE 23 – REPRESENTATIONS AND WARRANTIES**

23.1 Authorities

Each Party represents and warrants to the other Party that it has full power and authority under its organizational documents, and has taken all necessary actions and obtained all necessary authorizations, licenses, consents, and approvals, to engage in the Collaborative Research in accordance with the terms of this Agreement.

23.2 Representation and warranty by JST

JST represents and warrants that it and the persons executing this Agreement on its behalf have the power and authority to enter this Agreement and bind JST to each and every obligation hereof.

23.3 Representation and warranty by the Research Institute

The Research Institute represents and warrants that it and the persons executing this Agreement on its behalf have the power and authority to enter this Agreement and bind The Research Institute to each and every obligation hereof.

**ARTICLE 24 – SEVERABILITY**

If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

**ARTICLE 25 – ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements and discussions in connection with the subject matter of this Agreement and it is expressly declared that no variations of this Agreement shall be effective unless agreed by both Parties in writing. Each Party acknowledges and agrees that (i) it has reviewed and negotiated the terms and conditions of this Agreement and has contributed to its draft and revision; (ii) the rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly in accordance with their plain meaning, and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

**ARTICLE 26 – WAIVER OF RIGHTS**

If a Party fails to enforce, or delays enforcing, an obligation of the other Party, or fails to exercise, or delays exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation and will not constitute a waiver of that right. Any waiver of any provision of this Agreement on one occasion will not, unless expressly stated to the contrary in such waiver, constitute a waiver of that provision on another occasion.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the undersigned who is the duly authorized representative in the name of and on behalf of each Party with one original document of the Agreement to be kept by each Party.

**Japan Science and Technology Agency (JST)**

_____	_____
(Name)	Date
Director, Department of Contract	

**The Research Institute \_\_\_\_\_ (Research Institute)**

_____	_____
(Name)	Date
(Title)	

Acknowledged by

_____	_____
Name of Principal Investigator	Date
(Title)	



## **APPENDIX 1 – SCOPE OF COLLABORATIVE RESEARCH**

(1) Title of Collaborative Research:

**“ZZZZZZZZZZZZZZ”**

(2) Outline of Collaborative Research:

**This Collaborative Research aims to .....**

(3) Place of Collaborative Research:

**(Address of the main research facility)**

(4) Principal Investigator:

**(Name, Title, Affiliation)**

(5) Collaborative Research Period:

From **[April or October]** 1, **[starting Year]** to March 31, **[ending Year]**

## **APPENDIX 2 – LIST OF RESEARCH PARTICIPANTS**

Principal Investigator:

**Name, Title, Department and Institution**

Project Personnel

Research Staff

Name	Title/Position	Department and Institution	Participation Period

Research Assistant

Name	Title/Position	Department and Institution	Participation Period

Student

Name	Title/Position	Department and Institution	Participation Period

<Remarks> The total number of Research Assistant(s) and Student(s) shall not exceed five.

### **APPENDIX 3 – RESEARCH BUDGET AND ACCOUNTING RELATED SUBJECTS**

<Research Budget in the Fiscal Year 2025>

Budget Categories	Amount (Currency)	Comments
(1) Equipment	0	
(2) Materials & Consumables	0	
(3) Travel	0	
(4) Personnel	0	
(5) Others	0	
Subtotal (Direct Costs) = (1)+(2)+(3)+(4)+(5)	0	
Indirect Costs ( $\leq 30\%$ of Subtotal (Direct Costs))	0	
TOTAL amount of Research Budget	0	

<Invoice Amount>

In accordance with Article 4.1.3, the invoice amount hereunder shall be as designated below:

Invoice Amount (Currency)	Calculation Basis (unnecessary to write on invoice)	
	① - ②	
0	①Current Budget TOTAL	②Amount Already Paid
	0	0

<Bank Account Information>

JST shall make a payment of the Research Funds to:

Bank, \_\_\_\_\_ Branch  
 ABA/IBAN code \_\_\_\_\_  
 Account # \_\_\_\_\_  
 SWIFT/BIC code \_\_\_\_\_

<Accounting PIC>

The Research Institute designates a responsible person for accounting subjects relevant to Appendix 3 (Invoice, etc.) and Appendix 4 (Account Report) as below:

Name	E-mail address
(Department / Title)	

## **APPENDIX 4 – ACCOUNT REPORT**

Japan Science and Technology Agency (JST)  
Science Plaza, 5-3, Yonbancho, Chiyoda-ku, Tokyo 102-8666, Japan  
KONDO Akihiro  
Director, Department of Contract

Dear Sir or Madam:

In accordance with Article 6 of the Collaborative Research Agreement that became effective on [Month] [Day], [Year] between Japan Science and Technology Agency and [Name of the Research Institute], the Research Institute is providing the summary of its “Income and Expenditure” for the Collaborative Research within the period from April 1, 2025 to March 31, 2026 as follows. To support the summary, the Research Institute submits the details regarding 1)Income, 2)Expenditure, and 3)Purchase of Equipment.

--(Notes)-----

1. Tax portion shall be included only when it is non-refundable (Refundable tax portion shall not be included),
  2. The amount total of respective Details 1) 2) 3) shall theoretically match the amount of corresponding cell (shaded) in the Summary table.
- 

### **Summary: Income and Expenditure (Currency)**

Budget Categories	Received Funds	Expenditure	Balance
(1) Equipment	0.00	0.00	0.00
(2) Materials & Consumables	0.00	0.00	0.00
(3) Travel	0.00	0.00	0.00
(4) Personnel	0.00	0.00	0.00
(5) Others	0.00	0.00	0.00
Subtotal (Direct Costs) = (1)+(2)+(3)+(4)+(5)	0.00	0.00	0.00
Indirect Costs ( $\leq 30\%$ of Subtotal (Direct Costs))	0.00	0.00	0.00
TOTAL amount	0.00	0.00	0.00

**Details 1): Income**

Payment Date	Invoice Amount (JPY or Local Currency)	Amount Received (Local Currency :      )	Exchange Rate *
Total	0	0.00	

\*the rate applied (and notified to the Research Institute) by the bank when converted to the local currency

The Research Institute attaches herewith the copy of evidence that shows the Received Funds.

**Details 2): Expenditure**

(The Research Institute may substitute below sample format with any other format as long as it provides equivalent information to that of this sample format)

<Sample Format>

Date of Payment	Description: name of items procured, destination/ date/ name of travel, etc.	Expenditure Amount	Supplier Name / Paid to	Budget Category as stated in Appendix 5 (1) Equipment (2) Materials & Consumables (3) Travel (4) Personnel (5) Others
	Total			

<Remarks> The Research Institute is required to provide at least following information:

- the date of payment
- a description of the expenditure (e.g., name of item procured, destination, purpose, and period of travel, etc.)
- the expenditure amount
- the name of supplier or party to whom payment has been made

### Details 3): Purchase of Equipment

No .	Equipment Name	Model Name or Number	Manufacturer Name	① Q'ty	②Unit Cost including Non- Refundable Tax and Freight	① x ② Q'ty x Unit Cost	Date of Inspection and Acceptance
1							
2							
3							
4							
5							
6							
			<b>Total :</b>				

The Research Institute hereby certifies that this Account Report has been written in English, and, prepared reasonably and appropriately in conformity with the Agreement and Generally Accepted Accounting Principles.

Yours faithfully,

[Name of Research Institute]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative (Or, to be signed by the person internally authorized by the Research Institute to handle accounting for this Collaborative Research.)

Date: \_\_\_\_\_

## **APPENDIX 5 – COSTS AND EXPENSES OF RESEARCH BUDGET**

### **AP-5.1 Definitions of Terms Regarding Direct Costs**

#### **AP-5.1.1 “Equipment”**

Any nonexpendable and tangible personal property (including software) having one year or longer useful life, the acquisition cost (including tax and freight) of which is JPY500,000 or more per Unit, and is delivered by JST to the Research Institute or purchased by the Research Institute using Research Funds shall be considered “Equipment.”

The Research Institute shall not purchase any Equipment, by using funds provided by any party other than JST including the Research Institute’s own budget. For avoidance of any doubt, Equipment shall solely be utilized for the Collaborative Research.

The Research Institute shall provide a written report to JST before the expiration of each Fiscal Year. Such report shall include following information concerning the Equipment purchased within that Fiscal Year,

- (i) date of Inspection and Acceptance;
  - (ii) product name, model name or model number;
  - (iii) manufacturer’s name;
  - (iv) quantity; and
  - (v) expenditures spent on the Equipment including tax and freight,
- with a copy of evidence (e.g. inspection and acceptance letter, invoice). Any expenditure on Equipment which is not reported by the Research Institute to JST before the end of the Fiscal Year may not be approved by JST even if it is reported in the Account Report.

The Research Institute shall provide JST photographs showing the overall appearance of each piece of Equipment with the asset label issued by JST attached as evidence when requested by JST.

In addition, the Research Institute shall report to JST if there is any discrepancy between physically existing Equipment and Equipment recorded in JST's book (the Research Institute shall report to JST if recorded Equipment does not exist, or, unrecorded Equipment exists). Once a year after the aforementioned Fiscal Year end Equipment reporting, Equipment details in JST's book becomes updated, and such updated list of Equipment is to be provided to the Research Institute for its checking purpose. The list includes all the Equipment (defined as above) delivered by JST and/or procured by the Research Institute from the past to the present.

#### **AP-5.1.2 “Materials & Consumables”**

Any tangible and expendable item which is not categorized as Equipment shall belong to Materials & Consumables.

For the avoidance of doubt, books, journals, software (including upgraded versions), PC peripheral and prototype are included in Consumables.

#### **AP-5.1.3 “Travel”**

Travel expenses of the Research Institute’s Principal Investigator and Project Personnel to present Research Results or to participate in a seminar or workshop which contribute to the progress of the Collaborative Research shall be allowable as Direct Costs.

Travel expenses for invited external experts, etc. are also allowable as Direct Costs.

Such travel expenses may be incurred in accordance with the Research Institute's internal travel policies, regulations, and rules, but the travel expenses incurred must be commercially reasonable.

(Note) Transportation expenses for attending the Academic conference shall be allowed as Travel Costs, but "Academic conference registration fee" shall be allowed as Others.

(Note) Details of the Travel Costs shall be recorded on the Expenditure Lists.  
(Breakdown amount of airfare, railway fare, accommodation, daily allowance, etc.)

#### AP-5.1.4 "*Personnel*"

Personnel costs for Project Personnel (excluding Student) working directly required for the accomplishment of the Collaborative Research including salaries, wages, and fringe benefits are allowed as Direct Costs, but such costs shall be reasonable and conform to the established internal policies of the Research Institute consistently applied, and shall reasonably reflect the percentage of time actually devoted to the Collaborative Research.

Prerequisite for the Project Personnel (such as Research Assistant) to be paid from Personnel Costs is prior registration on the Research Plan. A person (except for Principal Investigator) who works for the research for 3 months or longer or he/she who has possibility to become an author of the paper or an inventor related to the Research Results regardless of the length of working period is eligible for such registration.

(Note) Research Plan: Plan for the Collaborative Research, prepared by a research team (or an individual in the case of an individual type research) and approved by JST.

Gratuities for invited lecturers and payments for provision of expertise can be allowed as Personnel only when those are directly necessary for the implementation of the research.

#### AP-5.1.5 "*Others*"

The following shall be included in Others.

- Outsourcing costs of contracted works except for the research component directly required for the Collaborative Research, such as maintenance of Equipment, testing, analysis, inspection, and other similar services
- Printing costs for flyers, posters, photographs, copies of drawings, and other documents necessary for the Collaborative Research
- Costs to use the facilities owned or leased by the Research Institute, to the extent such costs are specified for, and reasonably allocated to such use
- Freight costs, transportation costs, and postage costs incurred in carrying out the Collaborative Research  
(Note) Expenses of bringing in Equipment or Materials & Consumables shall be included in the cost of such items.
- Registration fees for symposia, seminars and academic conferences
- Registration fees to submit a poster or oral presentation of the Research Results at academic conferences
- Costs to prepare a poster or a presentation on the Research Results
- Equipment lease and rental expenses
- Maintenance costs of the Equipment procured using the Research Funds or delivered by JST



- Costs for hosting a conference, symposium, or workshop including venue rental and food provision  
(Note) The food and beverage costs (excluding alcohol) can be allowed as Others only when the Principal Investigator hosts the conference (or workshop, symposium) directly related to the research, such as the presentation of Research Results and the conference must be attended by outside researchers (who belong to other research institutes).
- Marketing expenses such as public relations (websites, newsletters, etc.), advertising, etc.
- Advertising costs associated with the recruitment of Project Personnel who will spend all his/her work for the Collaborative Research

If the Research Institute wishes to use the Research Funds for any item other than the above and believes that such item should be classified as Others, the Research Institute shall obtain JST's prior written approval. The Research Institute shall consult with JST if the Research Institute is not certain whether or not a particular expense is allowable as Direct Costs.

#### AP-5.2 Expenses Not Included in Direct Costs

In no event shall any of the following be considered or reflected as Direct Costs.

- Expenses for general equipment and general consumables such as stationery and office equipment
- Expenses for articles and books for common use by employees or researchers of the Research Institute
- Personnel cost for the Principal Investigator
- Personnel cost for financial, administrative, and secretarial tasks
- Tuition fees/remissions and scholarships for students
- Utility charges  
(Note) Expenses that can be identified, such as usage measurements based on dedicated meters, can be allowed as Direct Costs.
- Membership dues and fees of academic societies
- Depreciation / amortization expenses
- Expenses necessary for a patent application or other similar applications and for the maintenance of a patent or other Intellectual Property Rights
- Management fees and administrative costs for the Collaborative Research
- Expenses for enhancing and/or upgrading the Research Institute's equipment or facilities

#### AP-5.3 Expenses Not Includible as Either Direct or Indirect Costs

In no event will any costs relating to any of the following items be allowable either as Direct Costs or Indirect Costs.

- Alcoholic beverages
- Bad debts
- Bad debts reserve
- Entertainment expenses
- Donations and contributions
- Fund raising
- Fines and penalties

- Goods and services for personal use
- Housing and personal living expenses
- Membership dues and fees of other than academic society
- Lobbying; and selling/marketing goods and services

## **APPENDIX 6 – INVENTION DISCLOSURE FORM**

Please fill this form for JST to understand Inventions created by you and evaluate if the Invention should be filed for governmental protection (e.g., patent rights).

Date	[INSERT DATE OF THIS REPORT]
Name	[INSERT NAME OF THE AUTHOR OF THIS REPORT]
Title	[INSERT TITLE OF THE AUTHOR]
Organization	[INSERT ORGANIZATION TO WHICH THE AUTHOR BELONG]
E-mail	[INSERT E-MAIL ADDRESS OF THE AUTHOR]
Phone	[INSERT PHONE NUMBER OF THE AUTHOR]

1. Title of Invention
2. Summary of the Invention (novel features and benefits, advantages and improvements compared to existing technologies, etc.)
3. Detailed Description of the Invention (including the problems it solves, pros and cons of the Invention, potential utility and application of the Invention, drawings and/or diagrams and/or schematics - can be submitted as an attachment)
4. Date of the Invention
5. Date and Type of Disclosure/Publication of the Invention
  - 5.1. In the past, if any
  - 5.2. Planning/Future, if any
6. Inventors of the Invention
  - Researcher 1  
Name:  
Title/Position:  
Contribution Ratio: %  
Home Address:  
E-mail:  
Phone:  
Country of Citizenship:
  - Researcher 2  
Name and Nationality:  
Title/Position:  
Contribution Ratio: %  
Home Address:

E-mail:  
Phone:  
Country of Citizenship:

Researcher 3  
Name and Nationality:  
Title/Position:  
Contribution Ratio: %  
Home Address:  
E-mail:  
Phone:  
Country of Citizenship: