JAPAN SCIENCE AND TECHNOLOGY AGENCY

AND

RESEARCH INSTITUTE

CREST
RISTEX R&D PROGRAMS
GteX
ALCA-Next
CRONOS

COLLABORATIVE RESEARCH AGREEMENT

FY2026

This Collaborative Research Agreement (the "Agreement") is entered into and made effective as of the "Effective Date" by and between JST and the Research Institute designated in the table below.

JST	Name	Japan Science and Technology Agency ("JST")
	Profile	a national research and development agency that plays a central role in implementing Japan's science, technology, and innovation policy
	Address	K's Gobancho, 7, Gobancho, Chiyoda-ku, Tokyo, 102-0076, Japan;
Research Institute	Name	Name ("Research Institute")
	Address	Address

Effective Date	[Month] [Day], [Year]

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 national research and development agency that plays a central role in implementing Japan's science, technology, and innovation policy;

WHEREAS, JST intends to conduct the Collaborative Research (hereinafter defined) <as one of Strategic Basic Research Programs> with the aim of

[CREST]promoting unique and world-leading directed basic research and producing extraordinary impact on the development of science and technology in order to generate results that provide tangible benefits to the society.
[RISTEX R&D Programs] developing knowhow and creating methods that will lead to solving social problems through transdisciplinary research projects conducted by researchers, practitioners and other stakeholders in various fields.
[GteX] contributing to the realization of Green Transformation (GX) from the perspective of creating innovative technology seeds and nurturing human resources by supporting R&D and human resource development.
[ALCA-Next] promoting basic research on innovative technologies that are not just extensions of conventional technologies and that will bring about discontinuous innovation, with the aim of contributing to the realization of carbon neutrality.
[CRONOS] contributing to an advancement of information and communication sciences through developing innovative technologies in the field and fostering researchers with unique ideas and conceptual skills.

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

WHEREAS, the Research Institute desires 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 designated in Appendix 1 which is conducted using Research Funds.

"*Co-Principal Investigator*" means a person who is an employee of the Research Institute and responsible for accomplishing research theme assigned to its sub-team in accordance with the research plan approved by the Principal Investigator, and designated in Appendix1.

"*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.

"*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.

"Improper Receipt" means obtaining Research Funds through false or other fraudulent means.

"*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 a person who is responsible for managing, facilitating, and forming an optimal team consisting of multiple sub-teams as approved by the Research Supervisor (Program Officer in GteX, ALCA-Next, and CRONOS), and leading, managing, and accomplishing the entire researches in the team, and designated in Appendix1.

"*Project Personnel*" means Research Staff(s) and Research Assistant(s) collectively or individually. All Project Personnel shall be designated in the Research Plan.

"*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 perform supportive tasks (e.g., data collection/editing, taking care of animals and/or plants, washing laboratory instruments) under the direction of the Co-Principal Investigator, and designated in Research Plan.

"*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 Plan" means a comprehensive plan for the Collaborative Research including any subsequent changes, prepared by the Principal Investigator and approved by JST.

"*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 the avoidance of doubt, Research Results shall not include any Background IPR.

"*Research Staff*" is an employee of the Research Institute who is responsible for conducting the Collaborative Research under the supervision and advice of the Co-Principal Investigator.

"*Research Supervisor (Program Officer in GteX, ALCA-Next, and CRONOS)*" means a person of JST who is responsible for coordinating and approving Research Plan proposed by the Principal Investigator, and designated in Appendix1.

"*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 Conduct 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 The Collaborative Research shall be conducted in accordance with the Research Plan of a given Fiscal Year.

2.1.3 The Research Institute shall not outsource all or any part of the Collaborative Research to any third party without prior written approval of JST. However, this restriction does not apply to contracted work that does not involve any research activities. 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 Co-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 Management of the Collaborative Research

JST and the Research Institute agree to have the Co-Principal Investigator report the progress of the Collaborate Research to the Principal Investigator from time to time. If for any reason the Principal Investigator cannot perform the management role described in Article 1.1 to this Agreement, 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 Co-Principal Investigator, the Research Institute shall obtain prior written approval of JST before agreeing to or implementing such change.

ARTICLE 3 – PROJECT PERSONNEL

3.1 Engagement of Project Personnel
The Research Institute agrees to secure the Project Personnel if the Co-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 Co-Principal Investigator to the extent such addition or replacement is necessary in the opinion of the Co-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 Funds 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 approval of JST in writing before doing so. For the avoidance of doubt, virement between Direct Costs and Indirect Costs is not allowed.

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 the case that any part of Direct Costs is returned by the Research Institute to JST for certain Fiscal Year, the Research Institute shall also return to JST, in addition to the Direct Costs returned, the difference between (i) the amount of Indirect Costs provided by JST and (ii) the amount of Indirect Costs used, capped at the amount recalculated by applying the aforementioned percentage to the adjusted Direct Costs (reflecting the refunded portion). The Research Institute shall ensure the validity of Indirect Costs expenditures in accordance with Appendix 5. Furthermore, if all Direct Costs have been fully expended and unspent balance arises only in Indirect Costs, the Research Institute shall refund such remaining amount to JST.

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 approved in the Account Report 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 unspent balance/unapproved expenditure(s) pursuant to Article 4.4, including any unspent portion of Indirect Costs pursuant to Article 5.5. 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 (other than the Principal Investigator and his designee) 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 the 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. In the event of any legal action or proceeding relating to the enforcement, defense, validity, infringement or any dispute of the RTI-in-IPR, the Parties shall make good faith efforts to promptly resolve the dispute and shall pay or refund any amount of the related costs and expenses as well as the damages or other amounts recovered.

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 Co-Principal Investigator and Project Personnel execute a written instrument evidencing that each Co-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 not to 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 Parties, pursuant to Article 9.2.2 hereinabove, decide to jointly own the First Application, the Parties shall 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 Research Institute 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.

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. In such case, the granting party shall be deemed to have obtained the other Party's prior consent. 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, 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 Co-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 the Principal Investigator and 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, which means Misappropriation, Misconduct and Improper Receipt (the “Improper Conduct”). If the Research Institute receives an allegation of Improper Conduct or confirms that there is a suspicion of Improper Conduct, the Research Institute must conduct an investigation regarding the Improper Conduct and report the results to JST. Additionally, if JST recognizes a suspicion of Improper Conduct by the Research Institute, JST may request a report from the Research Institute. The report from the

Research Institute to JST must be submitted within 60 days from the time either (i) the Research Institute recognizes the Improper Conduct or (ii) JST requests the report. If JST determines that the report is insufficient, JST can request additional reports or conduct on-site investigations (such as interviews with Co-Principal Investigator and Project Personnel), and the Research Institute is obliged to cooperate with the additional reports or investigations by JST. If there is suspicion of Improper Conduct or a report of Improper Conduct is submitted from the Research Institute, JST can determine the suspension of the use of Research Funds. If the Improper Conduct 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 Improper Conduct officially. In case the management system and procedures of the Research Institute have directly or indirectly caused Improper Conduct, 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 Improper Conduct 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

19.1 Mutual Termination

This Agreement may be terminated by mutual written agreement of both Parties if an event that makes it difficult to continue this Agreement occurs.

19.2 Termination Due to Material Breach

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 19.2, 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.

19.3 Recovery upon Termination

Upon the termination of this Agreement subject to Article 19.1 or 19.2, the Research Institute shall return to JST any portion of the Research Funds unspent at the time of such termination. Such unspent 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. For the avoidance of doubt, JST shall consider only expenses that have been (i) inspected and accepted by the Research Institute, or (ii) incurred, as eligible expenses or "spent". Expenses that have been ordered or committed but not yet been (i) inspected and accepted or (ii)

incurred, shall not be eligible and therefore be subject to the recovery or refund under this Article 19.3.

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

Any notice or other communication required or permitted under this Agreement ("Notice") shall be in writing and shall be transmitted by (i) internationally recognized courier service, (ii) registered airmail, or (iii) e-mail with attachment file, provided that

no delivery failure message is received. Notice shall be sent to the person designated in the Appendix 1. Notice shall be effective on receipt unless otherwise stated in this Agreement. Any Party hereto may change its information for the purposes hereof by giving 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.

ARTICLE 27 – EXECUTION IN COUNTERPARTS

This Agreement may be executed in two counterparts, one signed by each Party, and the two counterparts together shall constitute one complete Agreement. An electronic version of an original counterpart shall be given the same effect as the original counterpart.

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 Program Support

(Name) (Research Institute)

_____ _____

(Name) Date
(Title)

Acknowledged by

_____ _____

Co-Principal Investigator Date
(Title)

APPENDIX 1 – SPECIFICATIONS OF COLLABORATIVE RESEARCH
(pursuant to Article 1.1 and 22)

(1)	Collaborative Research	Collaborative Research
(2)	Co-Principal Investigator	Co-Principal Investigator
(3)	Principal Investigator	Principal Investigator
(4)	Research Supervisor	Research Supervisor
(5)	Collaborative Research Period	from [Month] [Day], [Year] to [Month] [Day], [Year]

(6) Contact Person

JST	Name	Name
	Title	Title
	Department	Department of Program Support
	E-mail address	E-mail address
Research Institute	Name	Name
	Title	Title
	Department	Department
	E-mail address	E-mail address

APPENDIX 2 – INTENTIONALLY LEFT BLANK

APPENDIX 3 – RESEARCH BUDGET AND ACCOUNTING RELATED SUBJECTS
(pursuant to Article 1.1, 4.1.3, 5.2 and 5.3)

<Research Budget in the Fiscal Year 2026>

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 (≦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 (Currnecy)	Calculation Basis (unnecessary to write on invoic ① - ②	
	①Current Budget TOTAL	②Amount Already Paid
0	0	0

<Bank Account Information>
JST shall make a payment of the Research Funds to:

Bank and Branch	Bank and Branch
Address of branch	Address of branch
International Transfer Code (SWIFT/BIC code)	International Transfer Code (SWIFT/BIC code)
ABA Routing Number /IBAN code	ABA Routing Number/IBAN code
Account Holder	Account Holder
Account Number	Account Number

<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:

Department	Department	Name	Name
Title	Title	E-mail address	E-mail address

APPENDIX 4 – ACCOUNT REPORT FORM
(pursuant to Article 6.2.1)

Japan Science and Technology Agency (JST)
K's Gobancho, 7, Gobancho, Chiyoda-ku, Tokyo, 102-0076, Japan
(Name)
Director, Department of Program Support

Dear [Sir or Madam],

The Research Institute that is a Party to the Collaborative Research Agreement with Japan Science and Technology Agency (JST), identified by the information set forth in the table below (Research Type, Researcher, and Effective Date) is providing to JST, in this prescribed form, the Account Report for the relevant research activities conducted during the Fiscal Year specified in the same table (with the applicable research period within the Fiscal Year explicitly indicated), as set forth below.

Research Institute	(Name)
Research Type	(Name)
Researcher	(Name)
Effective Date of the Collaborative Research Agreement	[Month] [Day], [Year]
Fiscal Year	[Year]
research period (from)	[Month] [Day], [Year]
research period (to)	[Month] [Day], [Year]

--(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), and 3) (of which cells are shaded in different intensities) shall theoretically match the corresponding shaded cell values in the Summary Table.

Summary: Income and Expenditure (Currency)

Budget Categories	Received Funds	Eexpenditure	Balance	
(1) Equipment				
(2) Materials & Consumables				
(3) Travel				
(4) Personnel				
(5) Others				
Subtotal (Direct Costs) = (1)+(2)+(3)+(4)+(5)				(*)
Indirect Costs (≦30% of Subtotal (Direct Costs))				(*)
TOTAL amount				

(*) The total refund amount is the sum of the unspent balances of Direct Costs and Indirect Costs. In the case that there is an overage in total Direct Costs and unspent balance remains in Indirect Costs, the excess amount of total Direct Costs shall not be used to offset the refund amount of Indirect Costs.

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			

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							
			Total:				

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,

(Research Institute)

By: _____

Name: _____

Title: _____

Authorized Representative (or the person authorized by the Research Institute to handle accounting for this Collaborative Research.)

Date: _____

APPENDIX 5 – COSTS AND EXPENSES OF RESEARCH BUDGET
(pursuant to Article 1.1, 5.2, 5.5, 5.6 and 5.7)

AP-5.1 Definitions of Terms Regarding Direct Costs

AP-5.1.1 "*Equipment"*

Any nonexpendable and tangible personal property 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 purchased by the Research Institute using Research Funds or delivered by JST to the Research Institute shall be considered "Equipment." Software is not included as Equipment. However, embedded software that functions as an integral part of Equipment is considered as Equipment if the combined acquisition cost is JPY500,000 or more per Unit and the usable period is one year or longer.

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 the avoidance of 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. For JST's asset registration purpose, such report shall include following information concerning the Equipment newly purchased or delivered 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., invoice, inspection and acceptance letter). 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 with photographs showing the overall appearance of each piece of aforementioned Equipment with the asset label issued by JST as a result of new asset registration attached as evidence that such newly purchased or delivered Equipment is properly maintained and in the condition it should be.

In addition, the Research Institute shall cooperate with JST on its annual asset inventory. The Research Institute shall check if there is any discrepancy between physically existing Equipment and Equipment on the asset list JST provides to the Research Institute once a year which includes Equipment both newly and previously purchased or delivered.

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 Co-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 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 Co-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) 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. However, even if the person belongs to another research institute, the person participating as a researcher in the same research team cannot be considered as invited lecturers, etc.

AP-5.1.5 "*Others"*

The following shall be included in Others.

- Outsourcing costs of contracted works that does not involve any research activities, 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 Co-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 Co-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
(pursuant to Article 9.2.1)

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:
   Title/Position:

Contribution Ratio: %
Home Address:
E-mail:
Phone:
Country of Citizenship:

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