

THE NAME OF INSTITUTE

and

JAPAN SCIENCE AND TECHNOLOGY AGENCY

JST-Mirai

COLLABORATIVE RESEARCH AGREEMENT

2022

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) with the aim to promote a high-risk, high-impact research and development in bold new experiments for actively generating non-continuous innovation that has an economic and social impact, as a part of its program called “JST-Mirai Program”, as a result of which a “proof of concept” is provided helping related industry determine application of outcome of the research would make their business successful.

WHEREAS, the Principal Investigator (hereinafter defined) is to manage the Collaborative Research with JST;

WHEREAS, JST wishes that at least a part of the Collaborative Research be conducted at the facility of the Research Institute for JST under supervision of JST and the Principal Investigator;

WHEREAS, the Research Institute is desirous to conduct the Collaborative Research for 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.

“*Basic Policy*” means Intellectual Property Management Basic Policy set forth in Appendix 7, which may be updated from time to time in JST’s sole discretion.

“*Background Intellectual Property*” 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.

“*Co-Principal Investigator*” means [NAME , TITLE, ORGANIZATION] 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.

“*Collaborative Research Period*” has the meaning defined in Appendix 1 (6).

“*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.

“*Equipment*” has the meaning set forth in Appendix AP-5.1.1.

“*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.

“*Indirect Costs*” has the meaning set forth in Article 5.4.

“*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 intellectual property rights arising out of or in the course of the Collaborative Research, including but not limited to:

- (i) any and all rights to proprietary information, including inventions (whether or not patentable), patent rights, utility model rights, design rights, breeder's rights, and applications (including provisional applications) and/or registration of foregoing rights;
- (ii) rights associated with original works of authorship, copyrights, circuit layout/mask works, and databases;
- (iii) rights relating to the protection of trade secrets, confidential or proprietary information, and know-how;
- (iv) rights related to the possession, ownership, use, or exploitation of trademarks, service marks, trade names, slogans, logos and trade dress, and related goodwill; and
- (v) all rights analogous to those set forth in subsections (i) through (iv) of this definition and any and all other intellectual property or proprietary rights recognized in any jurisdiction.

“*Invention*” means any invention, discovery, idea, device, design, original works of authorship, 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.

“*Joint Corporation Institute(s)*” means a research institute which participates in performing the Collaborative Research under direction of the Co-Principal Investigator.

“*Know-How*” means unpatented information (including, but not limited to, information relating to inventions, discoveries, concepts, methodologies, models, research, development, testing procedures, the results of experiments, tests, trials, manufacturing processes, techniques, specifications, quality control data, analyses, reports, and submissions) that is:

- (i) created, made, conceived, invented, developed, discovered, or reduced to practice as a result of or in the course of the Collaborative Research; and
- (ii) not in the public domain.

“*Materials & Consumables*” has the meaning set forth in [Appendix AP-5.1.2](#).

“*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.

“*Others*” has the meaning set forth in [Appendix AP-5.1.5](#).

“*Personnel*” has the meaning set forth in [Appendix AP-5.1.4](#).

“*Principal Investigator*” means [NAME , TITLE, ORGANIZATION] who is responsible for managing, facilitating, and forming an optimal team consisting of multiple sub-teams as approved by the Research Supervisor, and leading, managing, and accomplishing the entire Collaborative Research in the team.

“*Project Personnel*” means Research Staff(s) and Research Assistant(s) collectively or individually. All Project Personnel shall be identified in [Appendix 2](#) which is to be updated 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 and/or Joint Corporation Institution to perform supportive tasks (e.g., data collection/editing, taking care of animals and/or plants, washing laboratory instruments) under the direct or indirect direction of the Co-Principal Investigator and identified in [Appendix 2](#), which is to be updated by the Research Institute at least once a year.

“*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, devices, designs, information, works, know-how, materials, processes, and anything else otherwise protectable as intellectual property rights. For avoidance of doubt, Research Results shall not include any Background Intellectual Property.

“*Research Staff*” is an employee of the Research Institute and/or the Joint Corporation Institution, who is responsible for conducting the Collaborative Research under the direct and/or indirect supervision and advice of the Co-Principal Investigator.

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

“*Travel*” has the meaning set forth in Appendix AP-5.1.3.

“*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.

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

The Research Institute shall be responsible for carrying out at least a part of the Collaborative Research assigned to it by the Principal Investigator, in cooperation with JST. The Research Institute may obtain cooperation of the Joint Corporation Institute(s) to carry out the Collaborative Research assigned to it with prior approval of the Principal Investigator. The Research Institute hereby acknowledges that (i) the terms of this Agreement shall apply to the Joint Corporation Institute as a subcontractor of the Research Institute; and that (ii) the Research Institute shall be responsible for compliance of the terms and conditions of this Agreement by Joint Corporation Institute(s) and its Project Personnel.

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 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 Collaborative Research to the Principal Investigator from time to time.

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 by the Co-Principal Investigator, the Research Institute shall obtain prior written approval of the Principal Investigator 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, each such Project Personnel shall be treated as employee of the Research Institute, or of the Joint Corporation Institute as applicable. 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 and the Joint Corporation 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 Co-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 9.1.2 and the Article 9.1.3.

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 without delay an original hard copy of the invoice with the authorized signature for an amount equal to the Research Budget. 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 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.

4.3 No Carryover of Research Funds

All Research Fund shall be provided on a Fiscal Year basis. Unless otherwise agreed by JST in writing, 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.

4.4 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 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.

5.5 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.

5.6 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 which includes list of expenditures including detailed information for every single expenditure except for Indirect Costs (the “**Account Report**”). The Research Institute is required to provide expenditure details at least the following information: the date of expenditure for Equipment, Materials & Consumables, Travel, and Others, and the date of payment for personnel; 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. The information must be sufficient to allow JST to verify the details of the expenditures and 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). The Account Report shall be prepared in the English language, and the Research Institute shall identify necessary and sufficient information that allows JST to verify the details of the expenditures consumed and/or purchased within the Fiscal Year. The Research Institute shall provide a written report to JST before the expiration of each Fiscal Year. Such report shall include information concerning the Equipment procured within that Fiscal Year, including:
- (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 that can prove, at a minimum, the Equipment name, cost, and date of Inspection and Acceptance or delivery (e.g. inspection and acceptance letter, delivery note, etc.). 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.
- 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 5.4, 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 or the Joint Corporation Institutes intends to make Publication of any Research Results, the Research Institute shall:

- (i) provide prompt, advance, and written notice of such intention to the Principal Investigator and JST; and
- (ii) provide the Principal Investigator and 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 JST deems it necessary, in its reasonable discretion, to protect JST's Intellectual Property Rights in and to the Research Results, JST may request, and the Research Institute 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 of JST from such Publication.

8.3 Acknowledgment of JST Funding

The Research Institute and the Joint Corporation Institutes 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 Intellectual Property Rights

- 9.1.1 The Research Institute hereby agrees and acknowledges that performing the Collaborative Research is conducted by the Research Institute and/or the Joint Corporation Institutes for JST under this Agreement using the Research Funds provided by JST and that any and all Intellectual Property Rights shall be the exclusive property

of JST. For the avoidance of doubt, the Research Institute agrees to assign and transfer, and hereby does assign and transfer to JST, for no additional compensation all rights, titles, and interests including any and all Intellectual Property Rights pertaining to Research Results including all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to such Research Results, and all causes of action, including causes of action for past, present, or future infringement thereof. The Research Institute shall execute, and shall have the Joint Corporation Institutes execute, such documents as JST may request to evidence and perfect JST's ownership of Intellectual Property Rights.

- 9.1.2 The Research Institute shall have 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 Intellectual Property Rights therein are owned by the Research Institute or JST;
 - (ii) agrees that, should any Intellectual Property Rights 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 or JST; and
 - (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 JST's ownership of Intellectual Property Rights.

The Research Institute shall provide a copy of the written instrument described in Article 9.1.2 to JST within ten (10) business days upon JST's written request.

- 9.1.3 The Research Institute shall have respective Co-Principal Investigator and Project Personnel execute written instruments in which they agree to cooperate with JST for JST to prepare and file Application(s) and any other analogous protections with respect to any of Intellectual Property Rights. The Research Institute shall provide a copy of such written instrument to JST within ten (10) business days upon JST's written request. The Research Institute may combine the written instrument with the written instrument referred to in Article 9.1.2.
- 9.1.4 JST shall not be responsible for any monetary consideration or compensation to be made to those, including inventor(s), who made contribution in creating Research Results protected by Intellectual Property Right.

9.2 Disclosure of Invention; Further Actions

- 9.2.1 The Research Institute shall, within ten (10) business days of discovery or creation of Research Results, disclose to JST each Research Result 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.
- 9.2.2 Following the disclosure of Research Results pursuant to Article 9.2.1, the Research Institute will, at the request and cost of JST, sign, execute, make and do all such deeds, documents, acts, and things as JST and its duly authorized agents may reasonably

request to apply for, obtain, and vest in the name of JST alone (unless JST otherwise directs) Applications in any country throughout the world for such Research Results, and when so obtained or vested, to renew and restore the same, and to defend any opposition proceedings in respect of such Applications and any opposition proceedings or petitions or applications for revocation of any such Application.

9.3 Intellectual Property Rights Subject to Confidentiality Obligations

The Parties shall treat any and all information regarding and/or related to Intellectual Property Rights as Confidential Information disclosed by the other Party only for the purpose of the confidentiality obligations set forth in Article 7.

9.4 Delay of Publication

Notwithstanding Article 8, any information regarding any Research Results for which patent or other legal protection shall not be published or publicly disclosed by the Research Institute or the Joint Corporation Institutes without JST's prior written approval, until the applicable Application has been filed.

9.5 Background Intellectual Property

All Background Intellectual Property of a Party or the Joint Corporation Institutes introduced or disclosed to the other Party for the purposes of the Collaborative Research shall remain the property of the Party or the Joint Corporation Institutes introducing and/or disclosing the same. Unless otherwise stated herein, the Parties agree that the use of such Background Intellectual Property shall be limited to performing each Party's obligations under this Agreement.

9.6 Right to Use Intellectual Property Rights

The Research Institute shall have the right to use Intellectual Property Rights pertaining to Research Results owned by JST pursuant to Article 9.1.1 only for educational and non-profit research purposes. Unless specifically stated otherwise in this Agreement, the Research Institute shall not exploit the Intellectual Property Rights set forth above for other purposes without a prior written consent of JST. For the avoidance of doubt, educational and non-profit research 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 Intellectual Property Rights set forth above; (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 Compliance with The Basic Policy

The Research Institute shall comply, and shall have the Joint Corporation Institute comply, with the terms of the Basic Policy in connection with the Collaborative Research and its respective activities under this Agreement.

ARTICLE 10 – COLLABORATIVE RESEARCH REPORT

10.1 Reports

The Research Institute shall have the Co-Principal Investigator 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 (including the Joint Corporation Institutes, if the indemnifying Party is the Research Institute). 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 (or by the Joint Corporation Institute, for the Research Institute) 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 (and/or the Joint Corporation Institutes) or any researcher or personnel participating in the Collaborative Research and employed by the Research Institute (or the Joint Corporation Institutes) 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 (and/or the Joint Corporation Institutes) or any researcher or personnel of the Research Institute (or the Joint Corporation Institutes) 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 5.4. 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

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,
Japan Science and Technology Agency

(Research Institute)
_____(Name)_____, _____(Title)_____, _____(Affiliation)_____

(Principal Investigator)
_____(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 their 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 their 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)
Director, Department of Contract

Date

The Research Institute (Research Institute)

(Name)
(Title)

Date

Acknowledged by

Name of Co-Principal Investigator, Ph.D.

Date

APPENDIX 1 – SCOPE OF COLLABORATIVE RESEARCH

(1) Title of Collaborative Research:

“ZZZZZZZZZZZZZZ”

(2) Outline of Collaborative Research:

This collaborative research aims to

(3) Scope of Collaborative Research Assigned to the Research Institute:

3-1. Title of the assigned Collaborative Research

“YYYYYYYYYYYYYY”

3-2. Outline of the assigned Collaborative Research

This collaborative research aims to

(4) Place of Collaborative Research Assigned to the Research Institute:

(Address of the main research facility)

(5) Co-Principal Investigator:

(Name, Title, Affiliation)

(6) Collaborative Research Period:

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

APPENDIX 2 – LIST OF RESEARCH PARTICIPANTS

Co-Principal Investigator:
Name, Title, Department and Institution

Project Personnel

Name	Title/Position	Department and Institution	Participation Period

APPENDIX 3 – RESEARCH BUDGET AND BANK ACCOUNT INFORMATION

<Research Budget in the Fiscal Year XXXX>

Budget Categories	Amount (Unit:)	Comments
(1) Equipment	0.00	
(2) Materials & Consumables	0.00	
(3) Travel	0.00	
(4) Personnel	0.00	
(5) Others	0.00	
Subtotal (Direct Costs) = (1)+(2)+(3)+(4)+(5)	0.00	
Indirect Costs (\cong 30% of Subtotal (Direct Costs))	0.00	
TOTAL amount of Research Budget	0.00	

<Bank Account Information>

JST shall make a payment of the Research Funds to:

_____Bank, _____Branch

ABA/IBAN code : _____

Account # _____

SWIFT/BIC code: _____

APPENDIX 4 – ACCOUNT REPORT

[Date of Account Report]

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

Dear Sirs:

In accordance with Article 6 of the Collaborative Research Agreement dated (month) (date), (year) between Japan Science and Technology Agency and [Name of the Research Institute] (the “Agreement”), the Research Institute is providing this summary of its costs and expenses incurred for the Collaborative Research within the period from (month) (date), (year) to (month) (date), (year) as follows. Attached is an expenditure details* which shows the detailed information for each such cost and expense.

* The expenditure details shall be prepared by the Research Institute, containing detailed information with respect to each cost or expense item, including: the type of cost/expense; a description of such cost/expense; the date incurred/paid; in the case of travel expenses, the destination of travel; etc. Please refer to the example on the next page.

INCOME AND EXPENDITURE (CURRENCY):

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

Attention : Add below in case of Japanese yen-based contract
Currency exchange rate when converted JPY .- into Currency .-
Date of currency exchange:
Currency exchange rate:

Equipment:

No .	Equipment Name	Model Name or Number	Manufacturer Name	Q'ty	Unit Cost including Tax and Freight	Date of Inspection and Acceptance
1						
2						
3						
4						
5						
6						

We attach herewith the photographs that show overall appearance of each Equipment as evidence of each item of Equipment reflected in the above table.

We hereby certify that this Account Report has been prepared reasonably and appropriately in conformity with the Agreement and generally accepted accounting principles.

[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.)

Example: Expenditure Details

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

Remarks

1. The Account Report shall be prepared in English language.
2. The Research Institute is required to provide expenditure details at least the following information: the date of expenditure for Equipment, Materials & Consumables, Travel, and Others, and the date of payment for Personnel; 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. The information must be sufficient to allow JST to verify the details of the expenditures.
3. The List of expenditure details format is an example. The Research Institute may prepare the list of expenditure details in any format to the extent that it provides equivalent information to that indicated in this example.

APPENDIX 5 – USE AND ALLOCATION OF RESEARCH FUNDS

AP-5.1 Budget Categories for Direct Costs

AP-5.1.1 Equipment

Any nonexpendable and tangible personal property (including software) having a useful life of more than one year, the acquisition cost of which is JPY500,000 or more per Unit and was 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, including the costs of tax and freight charged in relation to the purchase, 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 JST photographs showing the overall appearance of each piece of Equipment listed in the Account Report as evidence.

AP-5.1.2 Materials & Consumables

Any tangible items which are not categorized as Equipment shall be considered Materials & 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. 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.

AP-5.1.4 Personnel

Other than the Co-Principal Investigator, 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.

AP-5.1.5 Others

The following shall be included in Others.

- 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
- Registration fees for symposia and seminars
- 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 costs
- Advertising costs associated with the recruitment of Project Personnel who will spend all its work for the Collaborative Research, if any

If the Research Institute wishes to use the Research Funds for any items other than the above and believes that such items 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 a Direct Cost.

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
- 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
- Marketing
- 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

AP-5.4 Annual Inventory Check of Equipment

The Research Institute shall conduct an annual inventory check of all the Equipment delivered by JST and/or procured by the Research Institute using the Research Funds

and approved by JST for this Collaborative Research according to the inventory check list and procedures provided by JST, and return the completed inventory check list with photographs showing the overall appearance of each such Equipment listed and showing the asset label issued by JST and attached on the Equipment.

AP-5.5 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 Fund.

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:

APPENDIX 7 – INTELLECTUAL PROPERTY MANAGEMENT BASIC POLICY

1. The Research Institute and Joint Corporation Institutes are individually or collectively called “Participating Institute(s)” in this Intellectual Property Management Basic Policy.
2. The Co-Principal Investigator shall create research and development plan and implement thereof to maximize creation of Intellectual Property Rights with a high potential for licensing in performing the Collaborative Research.
3. In performing the Collaborative Research, the Co-Principal Investigator shall implement measures to prevent any unauthorized disclosure of Research Results by the Joint Corporation Institutes, or any Project Personnel, and all the Participating Institutes shall fully cooperate with the Co-Principal Investigator therefor.
4. The Participating Institutes shall cooperate in carrying out the Collaborative Research, and the Participating Institutes shall not enforce respective Background Intellectual Property rights against each other to the extent use of such Background Intellectual Property is necessary to perform the Collaborative Research. The non-enforcement obligation herein shall continue during the term in which the Collaborative Research is being performed, even after the Participating Institutes cease participating in the Collaborative Research.
5. Each Participating Institute shall agree to negotiate faithfully when it receives a request of license under its Background Intellectual Property, to the extent such license is requested relating to the use of any Research Results.
6. Without prior written approval of the Principal Investigator, no Participating Institute shall obtain cooperation of a third party institution in performing the Collaborative Research.
7. Any conflict or inconsistency between the terms of the Agreement and provisions of this Intellectual Property Management Basic Policy shall be resolved with priority being given to the terms of the Agreement.