(TRANSLATION)

**Consortium-type Collaborative Research Agreement**

**(Draft)**

The University of [ ] (“**University A**”), the University of [ ] (“**University B**”), [*Company Name*] (the “**Collaborator A**”) and [*Company Name*] (the “**Collaborator B**”) (collectively, the “**Parties**”) enter into this Collaborative Research Agreement (this “**Agreement**”) to conduct the collaborative research (the “**Collaborative Research**”) set out in the Agreement Particulars as follows.

(Agreement Particulars)

|  |  |
| --- | --- |
| 1. Research Title: |  |
| 2. Research Purpose: |  |
| 3. Research Description: |  |
| 4. Lead-managing Party: |  |
| 5. Project Manager: |  |
| 6. Researchers: | Division | Name | Department / Title | Role in the Research |
| University A |  |  |  |
| University B |  |  |  |
| Collaborator A |  |  |  | Dispatch of Personnel |
| Y or N |
| Collaborator B |  |  |  | Dispatch of Personnel |
| Y or N |
| 7. Place of Research: |  |
| 8. Research Period: | From [MM/DD/YYYY] through [MM/DD/YYYY] |
| 9. Payment of Research Expenses: | Division | Research Expenses |  |
| University A | ¥ [　　　　　　] |  |
| University B | ¥ [　　　　　　] |  |
| Collaborator A | ¥ [　　　　　　] |  |
| Collaborator B | ¥ [　　　　　　] |  |
| Total | ¥ [　　　　　　] |  |
| Aggregate Amount | ¥ [　　　　　　]エ．モデル４ |
| 10. Facility and Equipment: | Division | Facility Name | Equipment |
| Name | Specifications | Qty |
| University A |  |  |  |  |
| University B |  |  |  |  |
| Collaborator A |  |  |  |  |
| Collaborator B |  |  |  |  |
| 11. Utilizers and Business Field | Business Field A |  |
| Utilizer A |  |
| Business Field B |  |
| Utilizer B |  |
| 12. Period for Confidentiality Obligations regarding Know-How: | Until [ ] years after the day immediately following the completion date of the Collaborative Research (or where the research period continues for more than one year, the day immediately following the end of the fiscal year) |
| 13. Period of general Confidentiality Obligations: | Until [ ] years after the day immediately following the completion date of the Collaborative Research (or where the research period continues for more than one year, the day immediately following the end of the fiscal year) |
| 14. Ownership of IntellectualProperty Rights Relating to Research Results | **<In the case of ownership-intensive type>**[•Intellectual property rights relating to research results will be solely owned by Utilizer (Article 14, Paragraph 1).]/**<In the case of license–intensive type>**[•While intellectual property rights will owned by the Parties pursuant to the principle of inventor’s entitlement to obtain patent (Article 14, Paragraph 1), an exclusive license with sub-licensing right will be granted to the Utilizer (Article 14, Paragraph 2).] |
| 15. The Parties’ rights to the Research Results (License, Option, Etc.) | Utilizer A | •A royalty-free non-exclusive license for the Subject Inventions for the purpose of conducting the Collaborative Research (Article 15, Paragraph 1)•An exclusive license for Inventions A for purposes other than to conduct the Collaborative Research (Article 15, Paragraph 2)•A non-exclusive license for Inventions A will be granted to third parties for purposes other than to conduct the Collaborative Research (Article 16, Paragraph 1)•A right to receive distributions of the consideration for the licensing to third parties to implement Inventions B for purposes other than to conduct the Collaborative Research (Article 16, Paragraph 3) |
| Utilizer B | •A royalty-free non-exclusive license for the Subject Inventions for the purpose of conducting the Collaborative Research (Article 15, Paragraph 1)•An exclusive license for Inventions B for purposes other than to conduct the Collaborative Research (Article 15, Paragraph 2)•A non-exclusive license for Inventions B will be granted to third parties for purposes other than to conduct the Collaborative Research (Article 16, Paragraph 1)•A right to receive distributions of the consideration for the licensing to third parties of the right to implement Inventions A for purposes other than to conduct the Collaborative Research (Article 16, Paragraph 3) |
| Other Parties | •A royalty-free, non-exclusive license for the Subject Inventions for the purpose of conducting the Collaborative Research (Article 15, Paragraph 1)•An exclusive license for the Subject Inventions for purposes other than to conduct the Collaborative Research (Article 15, Paragraph 3)•A right to receive distributions of the consideration for the licensing to third parties of the right to implement the Subject Inventions for purposes other than to conduct the Collaborative Research (Article 16, Paragraph 3) |

(NO FURTHER TEXT ON THIS PAGE)

**Article 1 (Definitions)**

For the purpose of this Agreement, the meanings of the terms set forth in the following items shall be as prescribed in those items.

(1) “**Research Institutions**” mean, collectively, [ ] and [ ].

(2) “**Companies**” mean, collectively, [ ] and [ ].

(3) “**Research Result(s)**” means any technical result acquired based on the Collaborative Research, including, but not limited to, any invention, idea, design, copyrightable work and know-how which relates to the purpose of the Collaborative Research.

(4) “**Intellectual Property Rights**” mean those listed below:

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

　B.　The rights to obtain patent prescribed in the Patent Act, the rights to obtain a utility model registration prescribed in the Utility Model Act, the rights to obtain a design registration prescribed in the Design Act, the rights deriving from an application for trademark registration prescribed in the Trademark Act, rights to obtain a registration of the establishment of a layout-design exploitation right, the rights to obtain a variety registration, and the rights corresponding to each of the aforementioned rights in foreign countries;

　C. Copyrights in computer program works and database works (“**Computer Program, Etc.**”) prescribed in the Copyright Act (Act No. 48 of 1970) and the rights corresponding to the aforementioned rights in foreign countries, and

　D.　Technical information which may be kept secret and has proprietary nature specified pursuant to the provision of Article 21 (the “**Know-How**”).

(5) “**Invention(s)**” means inventions that are subject to patent rights, devices which are subject to utility model rights, creations which are subject to design rights or layout-design exploitation rights, trademarks which are subject to trademark rights, and the bred varieties which are subject to breeder’s rights.

(6) “**Applications(s)**” means an application for a patent right, utility model right, trademark right or design right, an application for the registration of a layout-design exploitation right, an application for the registration of a variety registration for a breeder’s right, and a request, registration and/or application (including provisional application) of the rights corresponding to each of the aforementioned rights in foreign countries.

(7) “**Application Expenses**” mean the expenses required for the Applications for Intellectual Property Rights, etc., which are paid to organizations such as the Japan Patent Office, courts, etc., or to external experts, such as patent attorneys, who do not belong to any of the Parties.

(8) “**Implementing**” of or “to implement” Intellectual Property Rights means the acts prescribed in Article 2, Paragraph 3 of the Patent Act, the acts prescribed in Article 2, Paragraph 3 of the Utility Model Act, the acts prescribed in Article 2, Paragraph 3 of the Design Act, the acts prescribed in Article 2, Paragraph 3 of the Trademark Act, the acts prescribed in Article 2, Paragraph 3 of the Act on the Circuit Layout of a Semiconductor Integrated Circuits, the acts prescribed in Article 2, Paragraph 5 of the Plant Variety Protection and Seed Act, any and all acts of exploitation of copyrightable works and the use of the Know-How.

[(9) “**Data**” mean the electronic or magnetic records (meaning records used in computer data processing, which are created in electronic form, magnetic form, or any other form that is impossible to perceive through the human senses alone, which is used in information processing by computers) on information other than the “personal information” prescribed in in Article 2 of the Act on the Protection of Personal Information (Act No. 57 of 2003)

(10) “**Data Provided from the Parties**” means the Data regarding which each party has Authority to Use and which are provided for the purpose of the Collaborative Research, which are indicated in Exhibit [1].

(11) “**Data of Results**” mean the Data created, obtained or collected in the course of or in connection with the research, which are indicated in Exhibit [2].

(12) “**Authority to Use**” means any and all authorities concerning data in addition to the authority to use, manage, disclose, transfer (including licensing for use) or dispose of data.]

**Article 2 (Research Title, Etc.)**

The Parties shall conduct the collaborative research set forth in Paragraphs 1 to 3 of the Agreement Particulars (the “**Collaborative Research**”).

**Article 3 (Research Period)**

The research period of the Collaborative Research shall be as set forth in Paragraph 8 of the Agreement Particulars.

**Article 4 (Method of Management)**

1.　The Parties shall assign the Lead-managing Party set forth in Paragraph 4 of the Agreement Particulars (the “**Lead-managing Party**”) to control and manage the entire research and development in the Collaborative Research, and establish a research promotion committee (the “**Research Promotion Committee**”) which shall be chaired by the Project Manager set forth in Paragraph 5 of the Agreement Particulars.

2. The management of and any other necessary matters concerning the Research Promotion Committee shall be determined separately and shall be conducted with the approval of the chairman of the Research Promotion Committee.

**Article 5 (Researchers)**

1.　The Parties shall each assign the persons set forth in Paragraph 6 of the Agreement Particulars as the researchers of the Collaborative Research.

2. The Research Institutions shall accept the Companies’ researchers, whom the Companies desire to engage in the Collaborative Research in a laboratory of the Research Institutions, as collaborative researchers.

3.　The Parties may change, add to, or remove the researchers set forth in Article 5.1 with the approval of the Research Promotion Committee.

**Article 6 (Allocation and Payment of Research Expenses)**

1.　The Parties shall each bear their respective research expenses set forth in Paragraph 9 of the Agreement Particulars.

2.　The Companies shall pay the research expenses by the due date of payment set forth in the invoice issued by the Lead-managing Party; ; provided, however, that the research expenses agreed upon by the Parties may be directly paid to any other Research Institution or distributed by the Lead-managing Party to any other Research Institution. The payment and distribution of such research expenses shall be made by the due date of payment set forth in the invoice issued by such other Research Institution.

3.　If the Companies (and the Lead-managing Party in the case where a part of the research expenses is distributed to other Research Institutions pursuant to Article 6.2) fails to pay the research expenses by the prescribed due date of payment, they must additionally pay delay charges at the rate of five percent (5%) per annum for the outstanding amount, on a daily pro-rata basis, covering the period from and including the day immediately following the due date for payment up to and including the day of actual payment.

**Article 7 (Accounting)**

1.　The accounting procedures for the research expenses set forth in Article 6 shall be conducted by the Lead-managing Party.

2.　Any Party other than the Lead-managing Party may request the Lead-managing Party to allow them to inspect the accounting documents relating to this Agreement. If any other Party makes a request for inspection to the Lead-managing Party, the Lead-managing Party shall comply with the same; ; provided, however, that if any information of a third party will be disclosed as a result of the inspection or copying of such accounting documents, the Lead-managing Party may refuse the inspection and copying of the relevant part after informing the Party which made the request the reason for refusal.

3. If a part of the research expenses is paid or distributed to any other Research Institution pursuant to Article 6.2, such other Research Institution shall keep the accounting documents concerning the research expenses paid or distributed to it and comply with the request from such other Party for the inspection of such accounting documents pursuant to Article 7.2.

**Article 8 (Facilities, Etc., Acquired Using the Research Expenses)**

　The facilities, etc., that are acquired using the research expenses set forth in Paragraph 9 of the Agreement Particulars shall be owned by the Lead-managing Party ; provided, however, that the facilities, etc., that are acquired using the research expenses by the Research Institution which received payment or distribution of a part of the research expenses pursuant to Article 6.2 shall be owned by such Research Institution.

|  |
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| **Article 6 (Allocation and Payment of Research Expenses)**　Upon conducting the Collaborative Research, the Lead-managing Party shall distribute the research expenses contributed from [ ] to any other Party. Such distribution of such research expenses shall be conducted in the method determined by [ ] or as separately agreed upon by the Parties.**Article 7 (Accounting)**　The accounting procedures for the research expenses set forth in Article 6 shall be conducted by the Lead-managing Party. The keeping and inspection of accounting documents and the reporting of accounting shall be conducted in the method determined by [ ] or as separately agreed upon by the Parties.**Article 8 (Facilities, Etc., Acquired Using the Research Expenses)**　The ownership of the facilities, etc., acquired using the research expenses shall be subject to the conditions determined by [ ] or as separately agreed upon by the Parties. |

**Article 9 (Provision, Etc., of Facilities and Equipment)**

1. The Parties shall make their respective facilities and equipment as set forth in Paragraph 10 of the Agreement Particulars, available for the use in the Collaborative Research.

2.　The Research Institutions shall accept from the Companies the equipment owned by the Companies set forth in Paragraph 10 of the Agreement Particulars, with the consent of the Companies, free of compensation. The Research Institutions and Companies shall jointly use the said equipment for the Collaborative Research. In this case, the ownership of said equipment may be transferred to the Research Institutions free of charge upon agreement between the Research Institutions and the Companies. The Research Institutions shall retain custody of such equipment accepted from the Companies with the duty of care of a good manager, from the time of completion of the installation of such equipment until the commencement of the return of the same.

3.　Any expenses required for the carrying-in, installation, removal and carrying-out of the equipment provided in Article 9.2 shall be borne by the relevant Company.

**Article 10 (Discontinuation of Research or Extension of Period)**

1.　If there arises any act of God or other unavoidable circumstance, the Parties may discontinue the Collaborative Research through discussion with the Research Promotion Committee, or may extend the research period of the Collaborative Research if approved by the Research Promotion Committee. In such case, the Parties shall not be liable for any damages incurred by any other Party caused by such discontinuation or extension.

2.　If it becomes likely that, as a result of the extension of the research period of the Collaborative Research, there is or would be a shortage in funds for research expenses that the Companies paid to the Lead-managing Party or other Research Institution(s) pursuant to the provision of Article 5, the Research Promotion Committee shall discuss whether or not the Collaborative Research should be continued. In such a case, if the Companies do not provide additional funds to compensate for such shortage, the Lead-managing Party may discontinue the Collaborative Research, taking into account the result of the discussion by the Research Promotion Committee.

**Article 11 (Completion of Research)**

　The Collaborative Research shall be completed upon the occurrence of any of the following events:

(1) The research period set forth in Paragraph 6 of the Agreement Particulars expires;

(2) The Collaborative Research is completed before the expiration of the research period;

(3) This Agreement is terminated pursuant to Article 27, or

(4) The Parties agree that the Collaborative Research is complete.

**Article 12 (Treatment of Research Expenses upon Discontinuation of Research)**

If the Collaborative Research is discontinued pursuant to Article 10 (Discontinuation of Research or Extension of Period) or the termination of the Agreement, where there is any unused amount in the research expenses paid pursuant to Article 6, the Companies may request the Lead-managing Party or any other Research Institution which received payment or distribution of the research expenses to refund such unused amount.

**Article 13 (Preparation of Achievement Report in Accordance with Completion of Research)**

Within [ ] days, after the day immediately following the completion of the Collaborative Research, the participants [訳注：本が付いていますが定義語ではないようなので小文字始まりにしました。] shall prepare, in mutual cooperation, an achievement report with respect to any Research Results that have been obtained during the Collaborative Research.

**Article 14 (Title to and Integration of Intellectual Property Rights）**

**<Model Provisions of “Ownership-intensive type”>**

[1.　Among the Intellectual Property Rights relating to any Inventions conceived in connection with the Collaborative Research (the “**Subject Inventions**”) (the “**Subject Intellectual Property Rights**”, and those relating to the Subject Inventions two or more joint inventors who respectively belong to two or more Parties shall be referred to as “**Joint Intellectual Property Rights**”), those pertaining to Business Field A set forth in Paragraph 11 of the Agreement Particulars shall be owned by Utilizer A set forth in the said Paragraph (“**Utilizer A**”), and those pertaining to Business Field B set forth in Paragraph 11 of the Agreement Particulars shall be owned by Utilizer B set forth in the said Paragraph (“**Utilizer B**”) (hereinafter, Utilizer A and Utilizer B shall be collectively referred to as “**Utilizers**”) . Hereinafter, the Subject Inventions pertaining to Business Field A shall be referred to as “**Inventions A**”, and the Subject Intellectual Property Rights relating to Inventions A shall be referred to as “**Intellectual Property Rights A**”. The Subject Inventions pertaining to Business Field B shall be referred to as “**Inventions B**”, and the Subject Intellectual Property Rights relating to Inventions B shall be referred to as “**Intellectual Property Rights B**”. Further, Inventions A and Inventions B shall be collectively referred to as the “**Integrated Inventions**”, and Intellectual Property Rights A and Intellectual Property Rights B shall be collectively referred to as the “**Integrated Intellectual Property Rights**”.

2. 　The Parties shall, in accordance with their respective rules, acquire the Subject Intellectual Property Rights relating to the relevant Subject Inventions from the researchers, etc. who conceived the relevant Subject Inventions, and each Party shall assign for value the Integrated Intellectual Property Rights they acquired to Utilizer A or Utilizer B in accordance with Article 14.1 and have them owned by each Utilizer. The Parties to which the relevant researchers, etc. belong shall be liable for the payment of the consideration to the relevant researchers, etc. with regard to the assignment of the Subject Intellectual Property Rights.

3. 　The consideration for the transfer of the Integrated Intellectual Property Rights from any Party other than the Utilizers to Utilizer A or Utilizer B pursuant to Article 14.2 shall be determined by a separate agreement.]

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**<Model Provisions of “License-intensive type”>**

[1. 　The Intellectual Property Rights relating to any Inventions conceived in connection with the Collaborative Research (the “**Subject Inventions**”) (the “**Subject Intellectual Property Rights**”) shall be owned respectively by the Party to which the inventor of the Subject Inventions belongs.

2. 　The Intellectual Property Rights relating to any Inventions one or more joint inventors of which belong to two or more Parties respectively (“**Joint Inventions**”) (“**Joint Intellectual Property Rights**”) shall be jointly owned by the Parties to which the relevant inventors, etc. belong. The Parties to which the relevant inventors, etc. belong shall hold mutual consultations with regard to the interests in the Joint Intellectual Property Rights.

3. 　The Parties shall, in accordance with their respective rules, acquire the Subject Intellectual Property Rights relating to the relevant Subject Inventions from the researchers, etc. who invented the relevant Subject Inventions. The Parties to which the relevant researchers, etc. belong shall be liable for the payment of the considerations to the relevant researchers, etc. with regard to the assignment of the Subject Intellectual Property Rights.

4. 　Each Party shall, with regard to the Subject Intellectual Property Rights it owns (including the Joint Intellectual Property Rights owned jointly with other Parties including the Utilizers), grant an exclusive right for the implementation and licensing of the Subject Inventions concerning such Subject Intellectual Property Rights by each Utilizer under the conditions set forth in this Agreement, to Utilizer A set forth in Paragraph 11 of the Agreement Particulars (“**Utilizer A**”) for the Subject Inventions pertaining to Business Field A set forth in the said Paragraph and to Utilizer B set forth in Paragraph 11 of the Agreement Particulars (“**Utilizer B**”) for the Subject Inventions pertaining to Business Filed B set forth in the said Paragraph (hereinafter Utilizer A and Utilizer B shall be collectively referred to as “**Utilizers**”) (Hereinafter, the Subject Inventions pertaining to Business Field A shall be referred to as “**Inventions A**” and the Subject Intellectual Property Rights relating to Inventions A shall be referred to as “**Intellectual Property Rights A**”, respectively. The Subject Inventions pertaining to Business Field B shall be referred to as “**Inventions B**” and the Subject Intellectual Property Rights relating to Inventions B shall be referred to as “**Intellectual Property Rights B**”, respectively. Further, Inventions A and Inventions B shall be collectively referred to as the “**Integrated Inventions**” and Intellectual Property Rights A and Intellectual Property Rights B shall be collectively referred to as the “**Integrated Intellectual Property Rights**”, respectively.). Unless otherwise provided for in this Agreement, no Party other than the Utilizers may implement or license the Integrated Inventions. With regard to exercising of rights against a third party, the Utilizer which was granted a right to implement or license Integrated Inventions and the Party which owns the Integrated Intellectual Property Rights concerning the relevant Integrated Inventions shall separately hold mutual consultations and determine the method thereof.

5. 　The consideration for the granting of the exclusive right relating to the Subject Inventions concerning the Integrated Intellectual Property Rights by any Party to each Utilizer pursuant to Article 14.4 shall be paid in the manner determined by a separate agreement.]

**Article 15 (Implementing and Licensing of the Subject Inventions within the Consortium)**

1. The Parties may non-exclusively implement the Integrated Inventions for the purpose of performing the Collaborative Research, and each Utilizer shall respectively grant other Parties a royalty-free license with regard to the Integrated Inventions relating to the Integrated Intellectual Property Rights it owns or regarding which it has the right to grant licenses.

2. Each Party may, on condition that the consideration for [the assignment / granting of exclusive license] of the Integrated Intellectual Property Rights by other Parties pursuant to Article 14 is paid, itself implement [(including granting licenses to its affiliates, etc.)] the Subject Inventions relating to the Integrated Intellectual Property Rights it owns or regarding which it has the right to grant licenses for purposes other than to perform the Collaborative Research.

3. Each Utilizer shall [may] grant other Companies [and the affiliates, etc. of such Companies which are designated by such Companies and approved by the Research Promotion Committee], a non-exclusive license [with / without consideration] to implement the Integrated Inventions for purposes other than to perform the Collaborative Research.

[4. The royalty and other licensing conditions in relation to the licensing of the Integrated Inventions by each Utilizer to other Companies pursuant to Article 15.3 shall be determined upon mutual consultation between the relevant Utilizer and the relevant Company.]

[5. The Parties shall implement and grant license to implement the Subject Inventions other than the Integrated Inventions (the “**Non-integrated Inventions**”) in accordance with the provisions of the following Items:

(1) During the implementation period of the Collaborative Research, the Parties may non-exclusively implement the Non-integrated Inventions for purposes other than to perform the Collaborative Research. Each Party shall grant other Parties a royalty-free license with regard to the Non-integrated Inventions relating to the **Non-integrated Intellectual Property Rights** (i.e. the Subject Intellectual Property Rights other than the Integrated Intellectual Property Rights; hereinafter the same) it owns (including the Joint Intellectual Property Rights in which it holds interests).

(2) Each Party may itself implement [(including granting licenses to its affiliates, etc.)] the Non-integrated Inventions relating to the Non-integrated Intellectual Property Rights it owns (including the Joint Intellectual Property Rights in which it holds interests) for purposes other than to perform the Collaborative Research.

(3) With regard to the Non-integrated Inventions owned by other Parties, the Parties have priority to negotiate with such other Parties to obtain a license for purposes other than to perform the Collaborative Research.

**Article 16 (Licensing of the Subject Inventions to Third Parties Outside the Consortium)**

1. Each Utilizer may grant a third party other than the Parties a non-exclusive license with consideration to implement the Integrated Inventions it owns or regarding which it has the right to grant licenses. [; provided, however, that such third party must be approved by the Research Promotion Committee.]

2. The conditions for licensing concerning the Integrated Inventions by the Utilizers to a third party pursuant to Article 16.1 must not be more favorable than those for the licensing concerning the Integrated Inventions by the Utilizers to other Parties pursuant to Article 15.

3. If a Utilizer received payment of royalty from a third party as the consideration for the licensing concerning the Integrated Inventions pursuant to Article 16.1, it must distribute such royalty to other Parties. The conditions for the distribution of such royalty shall be separately determined by the Parties through mutual consultations.

[4. The Parties shall grant a third party other than the Parties a license to implement the Non-integrated Inventions in accordance with the provisions of the following Items:

(1) A Party may grant a third party other than the Parties a non-exclusive license with consideration to implement the Non-integrated Inventions it owns (excluding the Joint Intellectual Property Rights in which it holds interests). [; provided, however, that such third party must be approved by the Research Promotion Committee.]

(2) A Party may grant a third party other than the Parties a non-exclusive license with consideration to implement the Non-integrated Inventions relating to the Joint Intellectual Property Rights in which it holds interests [without obtaining the consent of the co-owner(s) thereof] / [after obtaining prior written consent of the co-owner(s) thereof].

[(3) If a Party received payment of a royalty from a third party as the consideration for the licensing concerning the Non-integrated Inventions pursuant to the preceding Item, it must distribute such royalty to other Parties which are the co-owners of the Joint Intellectual Property Rights concerning the Non-integrated Inventions included in such licensing. The conditions for the distribution of such royalty shall be separately determined by the Parties through mutual consultation.]]

**Article 17 (Filing of Applications for Intellectual Property Rights)**

**<Model Provisions in the Case Where Applications Are Filed Solely by a Utilizer>**

　[Applications for the Subject Intellectual Property Rights shall be filed solely by Utilizer A with regard to Intellectual Property Rights A, and solely by Utilizer B with regard to Intellectual Property Rights B. [With regard to the Non-integrated Inventions, applications shall be filed solely by the Party to which the inventor of the Non-integrated Inventions relating to the relevant Non-integrated Intellectual Property Rights belongs (in the case of Joint Intellectual Property Rights, jointly by the Parties sharing such Joint Intellectual Property Rights).]]

**<Model Provisions in the Case Where Applications Are Filed by the Party to this Agreement to Which the Researcher as the Inventor Belongs>**

　[Applications for the Subject Intellectual Property Rights shall be filed solely by the Party to which the inventor of the Subject Inventions concerning such Subject Intellectual Property Rights belongs (in the case of Joint Intellectual Property Rights, jointly by the Parties sharing such Joint Intellectual Property Rights).]

**Article 18 (Filing of Applications in Foreign Countries)**

　Filing of the Applications for the Subject Intellectual Property Rights in foreign countries shall be made in the same manner as that set forth in Article 17.

**Article 19 (Expenses for Filing of Applications)**

**<Model Provisions in the Case Where the Expenses Are Borne Entirely by the Utilizers>**

　[The expenses for filing the Applications in Article 17 and Article18 shall be borne by Utilizer A for the applications concerning Intellectual Property Rights A, and by Utilizer B for the applications concerning Intellectual Property Rights B. [In the case of Non-integrated Intellectual Property Rights, such expenses shall be borne by the Party to which the inventor of the Non-integrated Inventions relating to the Non-integrated Intellectual Property Rights concerning the relevant application belongs (in the case of Joint Intellectual Property Rights, [jointly by the Parties to which the joint inventors of the Non-integrated Inventions relating to the relevant Joint Intellectual Property Rights belong in accordance with the ratio of the co-ownership interest] / [by the Companies among the Parties to which the joint inventors of the Non-integrated Inventions relating to the relevant Joint Intellectual Property Rights belong (in the case where there are two or more Companies, jointly by such Companies in accordance with the ratio of the co-ownership interest).]]

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**<Model Provisions in the Case Where the Expenses Are Borne by the Party to this Agreement to Which the Researcher as the Inventor Belongs >**

[The Application Expenses in relation to the filing of Applications in Article 17 and Article 18 shall be borne by the Parties to which the inventor of the Subject Inventions concerning the Subject Intellectual Property Rights (In the case of Joint Intellectual Property Right, [jointly by the Parties to which the joint inventors of the Subject Inventions concerning the relevant Joint Intellectual Property Rights belong in accordance with the ratio of the co-ownership interest] / [by the Companies among the Parties to which the joint inventors of the Subject Inventions concerning the relevant Joint Intellectual Property Rights belong (in the case where there are two or more Companies, jointly by such Companies in accordance with the ratio of the co-ownership interest)].)

**Article 20 (Collaborative Research with Third Parties Outside the Consortium)**

The Parties shall not be subject to any restrictions on engagement in academic research with a third party on a theme which is the same as or has connection with that of the Collaborative Research; provided, however, that the Know-How confidentiality obligations specified in Article 22 and the confidentiality obligations specified in Article 23 shall be complied with.

**Article 21 (Handling of Background IP)**

1. Each Party shall, with regard to the Intellectual Property Rights which they have held prior to the commencement of the Collaborative Research or which they came to hold separately from the Collaborative Research (the “**Background IP**”), grant other Parties a royalty-free non-exclusive license to implement the Inventions concerning such Background IP to the extent necessary for the purpose of the Collaborative Research; provided, however, that the Parties may, by specifying in writing within [sixty (60)] days from the execution of this Agreement, exclude a part of the Background IP it holds from the scope of such licensing.

**<Model Provisions of “Basically Usage Prohibited Type”>**

[2. If the Parties agreed in writing that any of the Background IP held by the Parties are necessary for the social implementation of the Subject Inventions, the owner of the relevant Background IP shall grant the Utilizers a right to implement or sub-license the relevant Background IP in connection with the implementation or licensing of the Subject Inventions pursuant to Article 15 and Article16 under the conditions it separately agreed upon with the Utilizers.]

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**<Model Provisions of “Basically Usage Allowed Type”>**

[2. With regard to the Background IP held by [the Parties] / [the Research Institutions] which are essential for the implementation of the Subject Inventions, the owner of the relevant Background IP shall grant the Utilizers a non-exclusive right [with consideration] / [without consideration] to implement or sub-license the relevant Background IP in connection with the implementation or licensing of the Subject Inventions pursuant to Article 15 and Article 16. In such cases, if the owner of the relevant Background IP recognizes that it is impossible to grant such right due to an agreement with a third party or for any other reason, it shall promptly notify other Parties. If the owner of the relevant Background IP obtained approval of the Research Promotion Committee, it shall exclude such notified Background IP from the scope of the above-mentioned granting of right [; provided, however, that each Party may, by specifying in writing within [sixty (60)] days from the execution of this Agreement, exclude a part of the Background IP held by it from the scope of the granting of such right.]]

**Article 22 (Know-How, Programs, Data, Etc.)**

1.　If any Know-How was created as a result of the Collaborative Research, the relevant party shall promptly notify the other party and identify the same in writing.

2.　Any identified Know-How shall be kept confidential from the date of identification and during the period set forth in Paragraph 12 of the Agreement Particulars and shall not be disclosed to a third party without a prior written consent of the other party.

3.　The handling of any identified Know-How and any Computer Program, Etc. created from the Collaborative Research shall be separately determined by the Parties through mutual consultations in accordance with the handling of Intellectual Property Rights specified in Article 14 to Article 19.

[4. 　With regard to the Data Provided from the Parties, the Parties which provided the relevant data shall have the authority to use the same. With regard to the Data of Results, the authority to use the same shall be as specified in the Exhibits and the contents of the authority concerning such data shall be specified in the Exhibits; provided, however, that unless specifically provided for in the Exhibits, no Party shall guarantee the usefulness and accuracy of the Data Provided from the Parties and the Data of Results which it provided nor shall be responsible for the same.]

**Article 23 (Confidentiality)**

1.　The Parties may not disclose or divulge to any third party other than the researchers designated in Article 4, any technical and operational information which is disclosed or provided by the other Party upon implementation of the Collaborative Research; and is expressly marked as confidential at the time of the provision or disclosure by such other Party (the “**Disclosing Party**”), or which is orally disclosed and is expressly indicated as confidential at the time of the oral disclosure and which is notified in writing by the Disclosing Party to the person to which disclosure or provision is made (the “**Receiving Party**”) within thirty (30) days from the disclosure (the “**Confidential Information**”). The Receiving Party shall impose ono the relevant researcher, an obligation to keep confidential the Confidential Information disclosed by the Disclosing Party even after the relevant researcher has left their work position; provided, however, that the above shall not apply to any information which falls under any of the following:

(1) any information which is proven to be already held by the Receiving Party at the time of the disclosure or provision thereof;

(2) any information that was already a part of the public domain at the time of the disclosure or provision thereof;

(3) any information that became a part of the public domain after the disclosure or provision thereof for a reason not attributable to the Receiving Party;

(4) any contents which are proven to be obtained lawfully from a third party with due authority;

(5) any information which is proven to be independently developed or obtained by the Receiving Party without reference to the information disclosed or provided by the other party, or

(6) any information which was excluded by the prior written consent of the Disclosing Party.

2.　The Receiving Party may not use the Confidential Information for any purpose other than the Collaborative Research; provided, however, that the above shall not apply if the prior written consent of the Disclosing Party is obtained.

3.　The effective term concerning Article 23.1 and Article 23.2 shall commence on the date of commencement of the Collaborative Research set forth in Article 3 and continues until the completion of the period set forth in Paragraph 13 of the Agreement Particulars; provided, however, that such period may be extended or shortened after mutual consultations among the Parties.

**Article 24 (Public Release of Research Results)**

1.　The Research Results shall, in principle, be publicly release; provided, however, that upon the public release, the Know-How confidentiality obligations specified in Article 22 and the confidentiality obligations specified in Article 23 shall be complied with.

2.　The Party which desires public release shall notify the Research Promotion Committee in writing of the purpose, place and contents of the public release no later than [ ] days prior to the public release.

3.　If, as a result of mutual consultations, the Research Promotion Committee determined that the public release is likely to materially conflict with the interests of the Parties other than the Party which desires public release, the Research Promotion Committee shall notify such Party which desires public release of that effect in writing within [ ] days from the receipt of the notice set forth in Article 24.2 and such Party which desires public release shall determine the extent and manner of the public release after consulting with the Research Promotion Committee again.

4.　After [ ] years from the day immediately following the completion date of the Collaborative Research, the Research Institutions shall have complied with the Know-How confidentiality obligations specified in Article 22 and the confidentiality obligations specified in Article 23 and may publicly release the Research Results without notice to the other Parties; provided, however, that such period may be extended or shortened after mutual consultations among the Parties.

5.　The Parties may, with the prior consent of the Research Promotion Committee, indicate upon any release or public disclosure or public release of the Research Results, that the relevant Research Results were obtained through the Collaborative Research.

**Article 25 (Prohibition of Assignment)**

　The Parties may not assign to a third party the contractual status under this Agreement or any rights or obligations arising from this Agreement without obtaining the prior consent of the Research Promotion Committee. The above applies regardless of whether or not the assignment arises from a merger or assignment of the whole or any part of the businesses relating to the purpose of this Agreement.

**Article 26 (Effective Term)**

1.　The term of this Agreement shall be coterminous with the research period of the Collaborative Research.

2.　The provisions of Articles 14 to 25, Article 30, Article 31 and Article 32 shall survive the expiration of the effective term of this Agreement. If any of such surviving provisions contains a requirement of the consent of the Research Promotion Committee, after the expiration of the effective term of this Agreement, the consent of the Research Promotion Committee shall be replaced by an agreement of [all the Parties] / [two-thirds or more of the Parties] / [a majority of the Parties].

**Article 27 (Termination)**

1. If any Party commits the following acts (the “**Breaching Party**”), other Parties(y) (the “**Non-breaching Parties(y)**”) may demand that the Breaching Party rectifies the relevant breach within [ ] days. If the relevant breach is not rectified within such period, the Non-breaching Party may request the other Non-breaching Parties to terminate this Agreement in relation to the Breaching Party, and immediately terminate this Agreement. If [a majority of] the Non-breaching Parties agree to such request (The Non-breaching Parties shall not unreasonably withhold such consent),this Agreement shall be immediately terminated in relation to the relevant Breaching Party and the relevant Breaching Party shall withdraw from the Collaborative Research:

(1) It has committed any unlawful or unjust act with regard to the execution or performance of this Agreement, or

(2) It has breached any provision of this Agreement.

2. If any other Party commits the following acts, is subject to any of the following proceeding, or causes any of the following events (the “**Bankrupt Party**”), the Parties may immediately terminate this Agreement in relation to such Bankrupt Party and have such Bankrupt Party withdraw from the Collaborative Research without making any demand to such Bankrupt Party and without obtaining the consent of the Parties other than such Bankrupt Party.

(1) The filing for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation is made by or against it;

(2) It has become subject to a disposition of suspension of banking transaction or a suspension of payment has occurred in it, or

(3) It has become subject to provisional attachment, or has become subject to a disposition of delinquency in paying taxes and other public charges.

3. If [all the Parties] / [two-thirds or more of the Parties] / [a majority of the Parties] agree in writing, the Parties may terminate this Agreement.

**Article 28 (Subsequent Participation)**

1. During the effective term of this Agreement, if a third party desires to participate in the Collaborative Research and the Research Promotion Committee gives approval, the Parties shall include such third party as a party to this Agreement. [If the Research Promotion Committee gives approval, the Lead-managing Party may act for other Parties and execute a memorandum of understanding with such third party in order to include such third party in the parties to this Agreement and other Parties shall give necessary authority to the Lead-managing Party.]

2. The participant in the Collaborative Research pursuant to Article 28.1 [shall have a right equivalent to that of other Parties with regard to the Subject Inventions created prior to its participation.] / [shall not have a right equivalent to that of other Parties with regard to the Subject Inventions created prior to its participation and shall be granted a license as a third party pursuant to Article 16 if it implements the relevant Subject Inventions.]

**Article 29 (Withdrawal)**

1. If any Party desires to withdraw from the Collaborative Research during the effective term of this Agreement, it shall make a request to the Research Promotion Committee. Unless the consent of the Research Promotion Committee is obtained, the Parties may not withdraw from the Collaborative Research.

2. Any Party which withdraws from the Collaborative Research after obtaining the consent set forth in Article 29.1 shall continue to assume the obligations imposed on it under this Agreement even after it ceases to be a party to this Agreement due to withdrawal, unless it makes a separate agreement with the Research Promotion Committee in the course of obtaining such approval.

3. Any Party which withdraws from the Collaborative Research after obtaining the consent set forth in Article 29.1 [shall lose all the licenses obtained under his Agreement after it ceases to be a party to this Agreement] / [shall continue to hold the licenses it obtained under this Agreement even after it ceased to be a party to this Agreement], unless it made a separate agreement with the Research Promotion Committee in the course of obtaining such approval.

4. Any Party which is to withdraw from the Collaborative Research pursuant to the provisions of Article 27.1 or Article 27.2 shall be subject to the application of Article 29.2 and Article 29.3 providedthat there is no separate agreement with the Research Promotion Committee.

**Article 30 (Elimination of Anti-social Forces)**

1.　Any Party (in the case of a corporation, including its officers and employees) shall represent and warrant to the other Parties as set forth in the following Items:

　(i)　It does not fall under an organized crime group, an organized crime group member, an organized crime group associate member, a person for whom five (5) years have not yet passed since the time when it ceased to be an organized crime group member, a company related to an organized crime group, a corporate racketeer, a group engaging in criminal activities under the pretext of conducting political activities or religious activities or social campaigns, a crime group specialized in intellectual crimes or any other person equivalent thereto (collectively, “**Anti-social Forces**”);

　(ii)　It is not a party who allows Anti-social Forces to utilize its name to execute this Agreement, and

　(iii)　It does not conduct or use a third party to conduct the following acts:

　　A.　act of using threatening behavior or violence toward the other party, or

　　B.　act of obstructing the business of the other party or defaming the other party by the use of fraudulent means or force.

2.　If any of the Parties falls under any of the Items set forth above, the other Parties may immediately terminate this Agreement in relation to the Party falling under such Item without making any demand and without obtaining the consent of the Parties other than the Party falling under such Item and have the Party falling under such Item withdraw from the Collaborative Research:

(i) if it was discovered that it made any statement that violates the commitment set forth in (i) of Article 30.1;

(ii) if it was discovered that it made a contract in violation of the commitment set forth in (ii) of Article 30.1, or

(iii) if it conducted any act which violates the commitment set forth in (iii) of Article 30.1.

3. The Parties shall not be liable for any damages that the other Parties may incur due to the termination of this Agreement pursuant to Article 30.2.

**Article 31 (Damages)**

　If any of the Parties incurs any damages, due to any of the events set forth in Article 30 or by willful act or gross negligence of any of the other Parties, it may claim against the other party which caused such damages only for the direct damages it incurred.

**Article 32 (Governing Law and Jurisdiction)**

1.　This Agreement shall be governed by the laws of Japan.

2.　All disputes relating to this Agreement shall be submitted to the exclusive jurisdiction of the [　　　] District Court as the court of first instance.

IN WITNESS WHEREOF, University A, University B, Collaborator A and Collaborator B have caused this Agreement to be executed in quadruplicate originals and shall each retain one (1) original.

Execution Date: ,

(University A) [　 Address　]

 [　 Name 　]

 President　[　　　　　　]

(University B) [　 Address　]

 [　 Name 　]

 President　[　　　　　　]

(Collaborator A) [　 Address　]

 [　 Name　 ]

 Representative Director [　]

(Collaborator B) [　 Address　]

 [　 Name　 ]

 Representative Director [　]