**Collaborative Research Agreement**

**(Draft)**

The University of Tokyo (the “**UT**”) and [*University/Institute Name*] (the “**Partner**”; the UT and the Partner being collectively referred to as the “**Parties**” and each individually a “**Party**”) enter into this Collaborative Research Agreement (this “**Agreement**”) on the terms and conditions defined in the **Terms and Conditions of Agreement** attached to 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: | (available detailed research program description to be annexed) | | | |
| 4.　Researchers:  \* Principal Investigator |  | Name | Title/Division | Role | |
| The UT |  |  |  | |
| The Partner |  |  |  | |
| 5. Research Period | | From \_\_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| 6. Survival period to Keep Know-how in Confidence | | 3 years from the day immediately following the day of identification of the Know-how | | | |
| 7. Survival period of general Confidentiality Obligation | | 3 years from the day immediately following the Day of Completion of Collaborative Research | | | |

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives. The Parties have prepared two originals of this Agreement, and shall each retain one original.

Execution Date: ,

The UT: The University of Tokyo

7-3-1 Hongo, Bunkyo-ku, Tokyo JAPAN

Signed by ：Moriyasu Ishizu.

Title ：General Manager of Graduate School of Frontier Sciences

on behalf of Teruo Fujii, Ph.D., President

5-1-5 Kashiwanoha Kashiwa, Chiba 277-8561 Japan

The Partner:

Signed by ：

Title ：

(The Terms and Conditions of Agreement are attached hereto)

**Terms and Conditions of Agreement**

# 1 Definitions

For the purpose of this Agreement, the following terms are defined as follows:

1.1 “**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 is identified as a result in the achievement report or any intermediate report(s), which shall be prepared pursuant to Article 6 and relate to the purpose of the Collaborative Research.

1.2 “**Intellectual Property Rights**” means any and all world-wide intellectual property rights, including, but not limited to, patent rights, utility model rights, design rights, copyrights, trademark rights, know-how and the rights to obtain these rights.

1.3 “**Invention(s)**” includes any invention, idea, device, design, works of authorship, mark, know-how, and any other proprietary information, which is subject to the protection of the Intellectual Property Rights.

1.4 “**Application(s)**” means an application for a patent right, utility model right, trademark right or design right, a request for the registration of a circuit layout right, an application for the registration of a plant variety breeder’s right, and a request, registration and/or application (including provisional application) of any right in any jurisdiction that is the same as or equivalent to any of the foregoing.

**2 Mutual Understandings**

* 1. Subject to the terms and conditions of this Agreement, the UT and the Partner shall conduct the Collaborative Research in mutual cooperation.
  2. During the course of the Research Period either or both of the Principal Investigators may find it advantageous to modify the Research Period. Any modifications will be documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by an authorized representative of both parties to this Agreement.
  3. Nothing in this Agreement will be construed to limit the freedom of both Parties or their researchers who are participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with any third parties.
  4. Each Party acknowledges that the primary mission of university is education and the advancement of knowledge; and, consequently, the Collaborative Research will be performed in a manner best suited to carry out that mission. Specifically, each Investigator will determine the manner of performance of each part in the Collaborative Research and each Party does not represent or warrant that the Collaborative Research will be successful in any way or that any specific results will be obtained.

**3 Research Period**

The research period of the Collaborative Research shall be as set forth in Paragraph 5 of the Agreement Particulars.

**4 Researcher**

4.1 The UT and the Partner shall each assign a Principal Investigator set forth in Paragraph 4 of the Agreement Particulars who will manage the total progress of the Collaborative Research.

4.2 The UT and the Partner shall each assign researcher(s) set forth in Paragraph 4 of the Agreement Particulars who will participate in the Collaborative Research.

4.3 The UT or the Partner may change, add or remove the Principal Investigator set forth in Articles 4.1 and any researcher set forth in 4.2 above, with the prior consent of the other Party.

**5 Research Collaborator**

5.1 If either Party needs to obtain the participation or collaboration of any person other than the listed researchers for the purpose of the conduct of the Collaborative Research, that Party may, upon obtaining the prior consent of the other Party, allow any person of the UT or the Partner other than the listed researchers, including a student, to act as a research collaborator.

5.2 In the case provided in Article 5.1 above, the Party who obtained the participation of any research collaborator shall cause the person who will act as the research collaborator to comply with the terms and conditions of this Agreement. Any breach of this Agreement caused by any research collaborator shall constitute a breach of this Agreement by the Party who caused the participation of such research collaborator.

**6 Completion of Collaborative Research and Preparation of Reports**

6.1 The Collaborative Research shall be deemed to have been completed upon the occurrence of any event described below. The day when the Collaborative Research is deemed to have been completed shall be referred to as the “**Research Completion Date**”.

(1) When both Parties agree that the Research Purpose set forth in Paragraph 2 of the Agreement Particulars has been achieved or realized;

(2) When the UT or the Partner determines that it is impossible or otherwise significantly difficult to achieve or realize the Research Purpose set forth in Paragraph 2 of the Agreement Particulars and both Parties agree with such determination, or the date that the Collaborative Research is discontinued pursuant to Article 7;

(3) When the Research Period set forth in Paragraph 5 of the Agreement Particulars expires (or as extended under Article 7); or

1. Otherwise, when both Parties agree that the Collaborative Research is completed.

6.2 Achievement Report

Within thirty (30) days after the Research Completion Date, the UT and the Partner shall make, in mutual cooperation, the achievement report with respect to any Research Result which has been obtained during the Research Period of the Collaborative Research.

6.3 Intermediate Report(s)

An intermediate report shall be prepared, at least at every year-end of each year of the Research Period in case such Research Period is over one year, by mutual cooperation of the UT and the Partner for the purpose of checking progress of the Collaborative Research.

**7 Discontinuation of Research or Extension of Period**

If there arises any contingency that was not foreseeable at the outset of the Collaborative Research, including acts of God or any other force majeure or other unavoidable circumstance that causes any delay in the Collaborative Research, the Collaborative Research may be discontinued or the Research Period may be extended through discussion between the Parties. In such case, neither the UT nor the Partner shall be liable for any damages, losses, liability, etc., which are incurred on the part of the other Party in conjunction with such discontinuation or extension of the Collaborative Research.

**8 Intellectual Property Right**

8.1 NOTICE. In case any researcher or research collaborator of either Party (hereinafter collectively referred to as “**Researcher**”) has conceived any Invention in conjunction with the Collaborative Research (“**Research Invention**”), the UT and the Partner shall give a prompt notice to the other Party, and shall have a discussion on the extent of the contribution, ownership, share of ownership and the determination whether or not and how to file the Application of the Intellectual Property Right which relates to such Research Invention.

8.2 OWNERSHIP OF RESEARCH INVENTIONS. Research Inventions conceived, discovered and reduced to practice solely by either Party, or its employees, agents or students will be owned by such Party (Collectively, "**Sole Inventions**"). Research Inventions conceived, discovered and reduced to practice by at least one employee, agent, or student of each Party will be co-owned by both Parties without any obligation to account to one another ("**Joint Inventions**"). Inventorship will be determined in accordance with the principles of the applicable patent law. Neither Party shall make any claim to the other Party’s Sole Inventions.

8.3 IMPLEMENTATION. Any Intellectual Property Right brought by either Party for the implementation of the Collaborative Research under this Agreement shall remain the property of such Party.

8.4 PRE-EXISTING RIGHTS. Except to the limited extent required to perform the obligations under this Agreement, neither Party receives any right, title, or interest in or to any materials provided to it by the other Party or any technology, works or Inventions of the other Party that are not Research Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.

**9 Foreign Application**

In making the Application of Intellectual Property Right in foreign jurisdiction concerning Joint Inventions, the UT and the Partner shall take such action after having a discussion on whether or not the Application is necessary and in which country the Application should be made, and deciding to do such action.

**10 Implementation**

The UT and the Partner may use the Research Result free of charge in and for the purpose of its educational and research activities.

**11 Identification of Know-how**

11.1 In case anything which constitutes any know-how is created in the result of the Collaborative Research, the UT and the Partner shall promptly discuss and identify the same in writing.

11.2 The Know-how identified pursuant to the preceding Paragraph (“**Know-how**”) should be kept in confidence during the period set forth in Paragraph 6of the Agreement Particulars, it starts counting from the day immediately following the day of identification of such Know-how. Provided, however, during the discussion to identify each Know-how, the period may be changed from the period set forth in Paragraph 6 of the Agreement Particulars. Also, if it is necessary after the identification of the Know-how, the UT and the Partner may discuss and extend or shorten the period of the confidentiality.

**12 Treatment of such as Programs and Know-how**

Such as programs and the Know-how, which is derived in the result of the Collaborative Research shall be treated as same manner for the Invention under Article 8, the UT and the Partner shall discuss and determine how to treat such as programs and the Know-how.

**13 Exchange of Information**

13.1 The UT and the Partner shall mutually exchange or disclose to the other Party any information and material which shall be necessary for the execution of the Collaborative Research, except those information and materials with any confidentiality obligation incurred under a separate contract or agreement with any third party.

13.2 The UT and the Partner shall promptly return to the other Party after the Research Completion Date any material which was provided on the condition that it shall be so returned.

**14 Confidentiality**

14.1 Neither Party shall disclose to any third party other than the Researchers, the Research Collaborators or any person of either Party who needs to know the information in order to conduct and/or manage the Collaborative Research and any related person who is indispensable for the determination of assignment, Application and grant of license of the applicable Invention, including each Party’s authorized TLO (the “**Recipient**”) any information provided or disclosed by the other Party during the Collaborative Research which is marked as confidential at the time of the submission or disclosure from the other Party, or which is disclosed orally with a statement upon such disclosure that it is confidential and the disclosing Party notifies the other Party in writing within 30 days after the disclosure that such information is confidential (collectively the “**Confidential Information**”). Further, the UT and the Partner shall cause the Recipients to hold such Confidential Information in confidence even after the Recipients leave their work position; provided, however, that Confidential Information shall not include any information which, it can be demonstrated:

(1) was already possessed by the receiving Party at the time of the provision or disclosure;

(2) was already part of the public domain at the time of the provision or disclosure;

(3) became a part of the public domain after the provision or disclosure without fault of the receiving Party;

(4) was lawfully acquired, without any confidentiality obligations, from a third party who has the legitimate right to such information;

(5) was independently developed by the receiving Party without reference to the Confidential Information disclosed by the other Party; or

(6) was excluded by the prior written consent of the other Party.

14.2 If either Party is required by a competent court or administrative institution to disclose any Confidential Information under any law or regulation, it may disclose such information to such court or administrative institution; provided, however, that:

(1) it shall advise, to the extent reasonably possible, the other Party of the content prior to the disclosure;

(2) it shall make the disclosure only to the extent that is subject to such lawful order to disclose;

(3) it shall expressly state in writing, upon disclosure, that such information is confidential; and

1. it shall, in accordance with the applicable laws and regulations, take all reasonable steps to protect such information through consultation with the other Party, if possible.

14.3 Each Party shall, and shall ensure that its Recipients shall, not, without the prior written consent of the other Party, use the Confidential Information for any purpose other than for this Agreement.

14.4 Articles 14.1 through 14.3 shall survive the Research Completion Date for the period set forth in Paragraph 7 of the Agreement Particulars first written above; provided, however, that such period may be extended or shortened upon written agreement by the Parties.

**15 Obligation to keep the Contents of this Agreement in Confidence**

The UT and the Partner shall each assume the confidentiality obligation with respect to the terms and conditions stated in this Agreement, and, unless otherwise obligated under the applicable laws, neither of them shall disclose the same to any third party.

**16 Public Release of Research Result**

16.1 The Research Result shall, in principle, be publicly released. The UT and the Partner may disclose, announce or publicly release the Research Result by complying with the obligation concerning the Know-how provided in Article 11 and the confidentiality obligation provided in Article 14 and in accordance with the following procedure (hereinafter referred to as “**Public Release of Research Result**”).

16.2 In the case of the preceding Paragraph, either Party who desires the Public Release of Research Result (hereinafter referred to as “**Releasing Party**”) shall notify the other Party in writing of the contents of such release no later than 30 days prior to the scheduled day of the Public Release of Research Result. Further, the Releasing Party may clearly indicate that the Research Result is the result of the Collaborative Research after obtaining a prior written consent of the other Party.

**17 Termination of Agreement**

If any of the following events occurs, either Party may demand in writing that the other Party remedy the situation within a reasonable remedial period, and may immediately terminate this Agreement in the event that such situation is not remedied within such period:

(1) The other Party has committed any illegal, improper or unjust act; or

(2) The other Party has breached any provision of this Agreement.

**18 Liability for Damages**

The UT and the Partner shall not be liable to each other for any damages suffered due to any event, except due to the termination provided in the Article 17.2 and/or any willful misconduct or gross negligence on the part of the Researcher whom it allowed to participate.

**19 Export Controls / Economic Sanctions**

The Partner agrees to comply with applicable export controls and economic sanctions laws and regulations. Further, the Partner remains solely responsible for complying with such laws and regulations in all instances, including obtaining all necessary export authorizations and licenses.

**20 Term of Agreement**

20.1 The term of this Agreement shall be coterminous with the Research Period of the Collaborative Research as indicated of Paragraph 5 of Agreement Particulars, unless terminated sooner or extended in writing signed by the partiesin accordance with this Agreement.

20.2 The provisions of Article 6.2, Article 8 through Article 12, Article 14, 15, 16, 18, 19, 21, 22 shall survive the expiration of this Agreement for the period provided in each of such provisions or until all subject matters have expired.

**21 Discussion**

When it is necessary to provide for any matter which is not expressly provided in this Agreement, the determination shall be made through discussion between the UT and the Partner.

**22 Jurisdiction**

Any dispute relating to this Agreement shall be settled by good faith negotiation and finally submitted to the exclusive jurisdiction in the place where defending Party has its head office.

( End of the Agreement )