

## Joint Research Agreement (Draft)

This Joint Research Agreement (hereinafter this "Agreement") is made and entered into by and between Kyorin University (hereinafter the "University") and XXX (hereinafter the "Contracting Party").. The parties hereto agree as follows:

### Article 1 Title and Purpose

The parties shall perform the following joint research (hereinafter the "Research"); provided, however, that the details of the Research may be amended by consultation between the parties.

- (1) Research title
- (2) Purpose of Research
- (3) Details of Research
- (4) Place of Research
- (5) Other

### Article 2 Research Period

The period of the Research shall be from [Month] [Date], [Year] to [Month] [Date], [Year]; provided, however, that the research period may be amended by consultation between the parties.

### Article 3 Performance of Research

For achieving the purpose of the Research in a smooth manner, the parties shall prepare the attached "Joint Research Plan" or a separate research plan (hereinafter either plan that has been prepared is referred to as the "Plan") and perform the Research in accordance with the Plan.

### Article 4 Payment of Research Expenses

1. The Contracting Party shall pay a total amount of research expenses of [ ] yen (including consumption tax and local consumption tax) to the University by [Month] [Date], [Year].
2. Any expenses necessary for the performance of the Research in addition to the research expenses specified in the preceding paragraph shall be paid by each party in accordance with the roles assumed by each party as set forth in the Plan; provided, however, that if any expenses need to be shared between the parties or needs to be charged to the other party hereto, the party charging such expense shall present a quotation, etc. and obtain such other party's approval before charging such expense.

### Article 5 Exchange of Information

1. The parties shall provide or disclose the information and materials necessary for the Research to each other free of charge; provided, however, that the above shall not apply to information for which the parties have confidentiality obligations under an agreement with a third party.
2. Provided materials shall be disposed of, deleted or returned in accordance with the instructions of the other party hereto after the completion or discontinuance of the Research.

#### Article 6 Provision

In cases where it is necessary to dispatch staff, deliver items, etc. or use the other party's facilities or items, etc. for performing the Research, each party shall consult with the other party hereto and shall provide it with the necessary arrangements.

#### Article 7 Confidentiality

Each party shall use all the information disclosed by the other party hereto under this Agreement only for the purpose of performing the Research and shall not, without the prior written approval of such other party, disclose or divulge such information to any third party for any other purpose; provided, however, that the above shall not apply to the information falling under any of the following items:

- (1) Information that can be proved to have been already owned by the receiving party at the time of the disclosure or acquisition thereof;
- (2) Information that is already in the public domain at the time of the disclosure or acquisition thereof;
- (3) Information that has come to be in the public domain after the disclosure or acquisition thereof for a reason not attributable to the receiving party;
- (4) Information that can be proved to have been lawfully acquired from an authorized third party; and
- (5) Information that can be proved to have been developed or acquired independently by the receiving party without relying on the information disclosed by such other party.

#### Article 8 Report

1. During the period of the Research, each party shall promptly disclose any technical information acquired in the course of the Research to the other party hereto and hold a coordination meeting in accordance with the procedures that are separately determined by the parties and report the progress of the Research to such other party.
2. The parties shall prepare a report on the research results acquired during the period of the Research in cooperation with each other within [ ] days from the termination of the research period.

#### Article 9 Ownership of Results

In cases where either party acquires any invention, device, creation or technical and business know-how (hereinafter the "Result") in the course of the performance of the Research, such party shall immediately notify the other party hereto of such matter and the parties shall determine, by consultation, the ownership of the Result and the intellectual property rights arising in connection with the Result (including the right to receive the intellectual property rights; hereinafter the "Intellectual Property Rights").

#### Article 10 Use of Results

1. The parties may execute the Result and the Intellectual Property Rights free of charge.
2. In cases where either party desires to transfer, or grant a license for, the Result for its own share or the Intellectual Property Rights to a third party, the parties shall consult with each other in advance and determine whether or not such transfer or licensing is permissible and the conditions therefor.

#### Article 11 Publication of Results

1. Either party may publish the results of the Research after consulting with each other on the details, specific timing and method, etc. of such publication and obtaining the written approval of the other party hereto; provided, however, that such other party shall not refuse such approval without a justifiable reason.
2. The written approval set forth in the preceding paragraph shall be required only for two (2) years after the termination of this Agreement, and thereafter prior notice to the other party hereto shall suffice; provided, however, that the above shall not apply if five (5) years have passed after the termination of this Agreement. The period in which notice or approval is required may be extended or shortened by consultation between the parties.

#### Article 12 Subcontracting

Without the written approval of the other party, neither party may subcontract all or part of the operations related to the Research to any third party.

#### Article 13 Prohibition on Assignment

Without the written approval of the other party, neither party may assign all or part of its rights and obligations arising under this Agreement to any third party.

#### Article 14 Termination of Agreement

1. In cases where either party is in breach of any of the provisions hereof and fails to correct such breach within a reasonable period after notice, the other party hereto may terminate this Agreement.
2. Notwithstanding the provisions of the preceding paragraph, if any of the following items applies to either party, the other party hereto may immediately terminate this Agreement:
  - (1) Where either party has stopped its payments, or either party is subject to or has filed a petition for provisional attachment, provisional disposition, attachment, forced sale, or the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings or special liquidation proceedings;
  - (2) Where either party has received a disposition suspending its transactions with a clearinghouse;
  - (3) Where either party has received a disposition for a failure to pay taxes and public dues; and
  - (4) Where either party has passed a resolution to dissolve itself or transfer the Research.

#### Article 15 Damages

In cases where either party has caused any loss or damage to the other party due to the events listed in the preceding article or by an intentional act or gross negligence thereby, such party shall pay damages for the loss or damage to the other party.

#### Article 16 Compliance

1. Neither party may provide any materials or information that can be obtained hereunder, to any third party that intends to undermine the maintenance of international security.
2. Parties hereto shall conduct the Research and perform their respective obligations hereunder in compliance with laws and guidelines that apply to the Research, and other laws and regulations, including but not limited

to, the Foreign Exchange and Foreign Trade Act of Japan (Law No.228 of 1949, as amended) and the important rules and regulations of the relevant export designation.

#### Article 17 Language

The governing language of this Agreement shall be Japanese. If there is any discrepancy between this English version and the Japanese version, the Japanese version shall prevail..

#### Article18 Effective Term

1. The effective term of this Agreement shall be from the date of the execution hereof to the day on which the payment of expenses under Article 4 or the submission of a report under Article 8 is completed after the period of the Research; provided, however, that the said period may be extended by an agreement between the parties.
2. Notwithstanding the provisions of the preceding paragraph, the provisions of Article 8 (Confidentiality), Article 9, Article 10, Article 11, Article 15, Article 19 and Article 20 shall remain effective for the period set forth in the relevant provisions hereof or until the day on which all subject matters cease to exist.

#### Article19 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan. The court having the jurisdiction over the location of the University shall have exclusive jurisdiction over all disputes arising in connection with this Agreement.

#### Article 20 Consultation

Any and all matters not provided herein shall be settled by consultation between the parties, if necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by placing their seals and signatures hereon and each party shall retain one original copy hereof.

[Month] [Date], [Year]

(University)

Yutaka Atomi (Seal)  
President,  
Kyorin University  
6-20-2 Shinkawa, Mitaka-shi, Tokyo

(Contracting Party)

(Seal)

## Joint Research Plan

(1) Purpose of the Research

(2) Person in charge of the performance of the joint research

Category	Name	Department/Title	Role in the Research
University			
Contracting Party			

\* The representative researcher is marked with ⊙.

(3) Research schedule

(4) Key equipment available for mutual use

Category	Facility name	Equipment		
		Name	Specifications	Quantity
University				
Contracting Party				