JOINT RESEARCH AGREEMENT

This Joint Research Agreement (the "Agreement") is entered into and effective as of ( Month/Date/Year ) (the "Effective Date") by and between Tohoku University having its principal office at 2-1-1 Katahira, Aoba-ku, Sendai, Miyagi 980-8577 Japan (hereinafter referred to as "TU") and ( Institution ) having its principal office at ( address ) (hereinafter referred to as "INSTITUTION").

WHEREAS, TU and INSTITUTION desire to jointly conduct a certain research program for the mutual benefit of the parties.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

**Article 1 Definitions**

In this Agreement, the following terms or expressions shall be defined as follows:

1. "Joint Research" means research to be jointly conducted by TU and INSTITUTION in accordance with this Agreement.
2. "Research Result" means any technical result, such as Inventions (as defined below), Programs (as defined below), Know-how (as defined below), and Materials (as defined below), which is obtained from the Joint Research under this Agreement as specified above , and identified in the report set forth in Article 4.
3. "Intellectual Property Rights" means the following:
4. patent rights, utility model rights, design rights, trademark rights, circuit layout rights, plant breeders' rights to the Inventions, and rights to obtain registration for such rights throughout the world, as well as the rights equivalent to such rights;
5. copyrights and equivalent rights for Programs throughout the world; and
6. rights for Know-how.
7. "Inventions” means any inventions, devices, creations, new varieties of plants, ideas, and other technical results subject to patent rights, utility model rights, design rights, trademark rights, circuit layout rights, and plant breeders' rights.
8. “Programs” means any computer program and database.
9. “Know-how” means technical information of a proprietary nature that may be kept confidential.
10. “Materials” means any tangible research material, reagent, or material (including but not limited to genes, cells, microorganisms, strains, compounds, extracts, laboratory animals and generated components such as proteins), prototype (including but not limited to alloys, single crystals, and nanotubes), and experimental device of an academic, technical or proprietary nature.

**Article 2 Implementation of Joint Research**

1. The parties hereto shall carry out the Joint Research in accordance with the research program (hereinafter referred to as the "Research Program") specified in Exhibit A which is attached to and made part of this Agreement hereof.
2. The parties shall carry out the Joint Research in good faith to achieve certain results.

**Article 3 Period and Termination of Joint Research**

1. The period to conduct the Joint Research shall be the "Contract Period" as specified in Section 4 of the Research Program.
2. In the event of any contingency including acts of God or any other causes beyond the reasonable control of the parties, or any delay in the Joint Research caused by unavoidable circumstances, the Joint Research may be discontinued or the Contract Period may be extended or shortened by discussion between the parties. In such case, neither party shall be liable to the other party for any result of the discontinuance of the Joint Research or the extension or shortening of the Contract Period.
3. Each party, upon consultation with the other party may terminate the Joint Research if it becomes difficult to continue conducting the Joint Research due to its research staff member’s or research collaborator’s (hereinafter referred to as the "Researcher") leave of absence, resignation, or transfer to another organization. In such case, neither party shall be liable to the other party.
4. The Contract Period shall end when the Contract Period expires, when the parties agree in writing that the Joint Research has been completed prior to the expiration date, or when the Joint Research is discontinued in accordance with Article 3.2.

**Article 4 Preparation of Report**

TU and INSTITUTION shall prepare a report on the Research Result of the Joint Research within thirty (30) days after the Contract Period ends.

**Article 5 Research Staff Members**

1. Each party shall appoint its employee(s) named in Section 6 of the Research Program as a research staff member who participates in the Joint Research.
2. Either party may, with the prior written consent of the other party, appoint new and additional research staff members who participate in the Joint Research.
3. Each party shall ensure that its research staff member who participates in the Joint Research shall comply with the terms and conditions of this Agreement.
4. Research staff members shall be responsible for carrying out the Joint Research.

**Article 6 Research Collaborator**

1. Either party may appoint person(s) named in the Section 7 of the Research Program as a research collaborator who participates in the Joint Research. Additional research collaborators may be appointed with the prior consent of the other party.
2. Each party shall ensure that its research collaborator who participates in the Joint Research shall comply with the terms and conditions of this Agreement.
3. Research collaborator shall provide research assistance in carrying out the Joint Research.

**Article 7 Similar Research**

Nothing in this Agreement shall be construed to limit the freedom of TU, INSTITUTION or their respective research staff members who participate in the Joint Research under this Agreement from engaging in similar research made under other grants, contracts, or research agreements with parties other than the other party.

**Article 8 Research Expenses**

TU and INSTITUTION shall each bear the costs of their own research activities as deemed necessary under the Research Program. Unless otherwise separately agreed by both parties, no payment shall be made by one party to the other under this Agreement.

**Article 9 Provision of Facilities and Equipment**

1. The parties hereto shall, make available their own facilities and equipment respectively specified in Sections 9 and 10 of the Research Program for use in the Joint Research.
2. The parties hereto shall provide free of charge, their own equipment as specified in Sections 9 and 10 of the Research Program to the other party. The party which receives such equipment from the other party shall supervise the management of such equipment with the due care of a prudent manager. Any and all expenses required for carrying-in, installation and maintenance of the said equipment shall be determined upon mutual consultation.
3. Upon completion or discontinuation of the Joint Research, the parties hereto shall return the equipment accepted from the other party in accordance with the Article 9.2. Any and all expenses required for carrying-out and removal of the said equipment shall be determined upon mutual consultation.

**Article 10 Pre-Existing Rights**

It is acknowledged and understood by the parties hereto that any and all Inventions, Know-how, Programs, Materials, and the Intellectual Property Rights to the Inventions, Know-how, and Programs, which are in the possession of TU and INSTITUTION respectively prior to the execution of this Agreement, are independent sole property of the respective parties and in no way affected by this Agreement.

**Article 11 Ownership of Intellectual Property Rights Pertaining to Invention**

1. Each party shall promptly notify the other party if it has created any Inventions in the course of the Joint Research.
2. If any Researcher has solely created any Inventions in the course of the Joint Research, the party to which such Researcher belongs shall solely own such Inventions and the relevant Intellectual Property Rights and may solely file an application for the Intellectual Property Rights, provided that the filing party shall first obtain a confirmation of the other party that the filing party solely owns the Inventions and the relevant Intellectual Property Rights.
3. If the Researchers of TU and INSTITUTION have jointly created any Inventions in the course of the Joint Research, such Inventions and the relevant Intellectual Property Rights shall be jointly owned by TU and INSTITUTION.
4. In case of Article 11.2 and Article 11.3, TU and INSTITUTION shall succeed to the Intellectual Property Rights to the Inventions created by their respective Researchers in the course of the Joint Research (including the Inventions jointly created by Researchers of TU and INSTITUTION) from the said Researchers in accordance with their respective rules and regulations.
5. Notwithstanding Article 11.4, either party may determine not to succeed to Intellectual Property Rights to the Inventions from its respective Researchers at its own discretion. Each party shall notify the other party in such case.
6. TU and INSTITUTION shall include the Inventions that it notified the other party in accordance with Article 11.1, as the Research Result in the report set forth in Article 4.

**Article 12 Solely Owned Intellectual Property Rights**

If either party is requested by the other party to grant a royalty-bearing nonexclusive license to a third party regarding the Intellectual Property Rights that it solely owns set forth in Article 11.2, the requested party may grant such nonexclusive license under royalty and licensing terms determined by mutual consultations with such third party.

**Article 13 Jointly Owned Intellectual Property Rights**

In the event that TU and INSTITUTION file a patent application for the Intellectual Property Rights to the Inventions TU and INSTITUTION jointly own set forth in Article 11.3, the parties shall, upon mutual consultation, determine the respective share, rights, and terms and conditions and enter into an agreement accordingly prior to the filing of the application.

**Article 14 Domestic and International Applications**

The provisions of Articles 11 through 13 shall apply to any and all applications for the Intellectual Property Rights to the Inventions to be filed in Japan and any other countries.

**Article 15 Right of Japanese Government**

INSTITUTION acknowledges that the Japanese government has the right set forth in the Industrial Technology Enhancement Act of Japan in connection with any Intellectual Property Rights which is obtained, whether partially or wholly, by using funds from the Japanese government.

**Article 16 Confidentiality Obligation for Know-how**

When any Know-how to be kept confidential is acquired as part of the Research Result, the parties hereto shall, upon mutual consultation, identify said Know-how in writing and keep such in confidence.

**Article 17 Ownership of Know-how, Programs, and Materials and Ownership of Intellectual Property Rights to Know-how and Programs**

1. If any Researcher of TU or INSTITUTION has solely created any Know-how, Programs, or Materials in the course of the Joint Research, the party to which such Researcher belongs shall solely own such Know-how, Programs, or Materials as well as the Intellectual Property Rights to the Know-how, or Programs. If either party wishes for licensing of the Intellectual Property Rights to Know-how or Programs, or provision of Materials that the other party solely owns, the parties shall determine the handling, and terms and conditions of such through consultation.
2. If any Researchers of TU and INSTITUTION have jointly created any Know-how, Program, or Material in the course of the Joint Research, TU and INSTITUTION shall jointly own such Know-how, Program, or Material as well as the Intellectual Property Rights to the Know-how or Program. The parties determine the handling, and terms and conditions of the Intellectual Property Rights to such Know-how or Program, or the Material that the parties jointly own through consultation.

**Article 18 Research and Educational Use**

1. TU and INSTITUTION shall have the royalty-free and non-exclusive rights to use the Research Result and the Intellectual Property Rights to the Research Result for research or educational purposes.
2. TU and INSTITUTION agree that in the event that any of their Researcher who participates in the Joint Research transfers to another academic or research institution (strictly limited to non-profit institution), such (transferred) Researcher may retain the royalty-free and non-exclusive rights to use the Research Result and the Intellectual Property Rights pertaining to the Research Result for research or educational purposes at a future academic or research institution.
3. The provisions this Article 18 shall prevail the provisions of Articles 12, 13 and 17.

**Article 19 Exchange of Information**

Each party shall disclose or provide without charge to the other party any information, documents or research materials it finds necessary to carry out the Joint Research.

**Article 20 Confidential Information**

1. When disclosing or providing any technical information which should be kept confidential, the parties shall expressly indicate such information as confidential, and shall disclose or provide such in writing. If such technical information is disclosed orally or visually, it shall be identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days from the following date of the disclosure.
2. Each party shall keep any technical information disclosed or provided by the other party pursuant to the Article 20.1 (hereinafter referred to as the "Confidential Information") in confidence, and shall not disclose or provide such to any third party other than its Researcher and a limited number of officers and employees who need to know the Confidential Information (hereinafter referred to as the "Person Involved") in carrying out the Joint Research. Each party shall ensure that the Person Involved is bound by the provisions of the confidential obligations and under Articles 20.2 and 20.3 with regards to the Confidential Information even after the Person Involved has terminated his/her employment under the party.
3. Neither party shall, without the prior written consent of the other party, use the Confidential Information for any purpose other than the Joint Research.
4. The obligations under Articles 20.2 and 20.3 shall not apply to any information which can be demonstrated to fall under any of the following:

(i) information which was already in the possession of the receiving party at the time of disclosure or provision thereof;

(ii) information which was public knowledge at the time of disclosure or provision thereof;

(iii) information which became public knowledge through no fault of the receiving party after the disclosure or provision thereof;

(iv) information which was lawfully obtained by the receiving party without any obligation of confidentiality from a third party who has the title to disclose such information;

(v) information which was solely developed or acquired by the receiving party without depending on the Confidential Information disclosed by the other party; or

(vi) information of which the disclosure or provision is approved in advance by the other party in writing.

1. The provisions set forth in Articles 20.2 and 20.3 shall not apply to an act of either party disclosing the Confidential Information of the other party in compliance with an order of a court of competent jurisdiction or pursuant to any requirement of any governmental agency, provided, however, that if such disclosure is compelled, the receiving party shall make efforts to grant reasonable opportunities (including consultation to limit such disclosure) to the disclosing party to seek measures to protect the Confidential Information to the extent possible.
2. The obligations imposed on the parties hereto under Articles 20.2 and 20.3 shall continue for three (3) years from the date of completion or discontinuation of the Joint Research; provided, however, that the parties may, upon mutual consultation, extend or shorten such period.

**Article 21 Publication of Research Result**

* 1. In light of the social mission of academic institutions, the parties understand the Research Result should be published. TU and INSTITUTION may, in compliance with the confidentiality obligations for Know-how and Confidential Information set forth in Articles 16 and 20, and in accordance with the provisions of this Article, disclose, announce or publish the Research Result (hereinafter referred to as the "Publication").
	2. Pursuant to Article 21.1, either party which desires the Publication (hereinafter referred to as the "Publishing Party") within one (1) year after the termination of this Agreement shall notify the other party in writing of the contents of such Publication no later than sixty (60) days prior to the scheduled day of the Publication; provided, however, that the parties may, upon mutual consultation, extend or shorten such period for which notification is required.
	3. The party that has received a notification from the Publishing Party pursuant to Article 21.2, may request the Publishing Party within fifteen (15) days after receiving such notification that modifications be made if the publication of the Research Result includes any Inventions to be protected by filing for the Intellectual Property Rights and such publication of the Research Result may adversely affect the said party. The Publishing Party shall consult with the other party with regards to the modification indicated by the other party and shall not publish the Research Result unless appropriate steps are taken. The other party shall not unreasonably withhold its consent with regards to the measures taken by the Publishing Party.

**Article 22 Use of Names**

TU and INSTITUTION shall each submit an application in advance and obtain an approval from the other party if either party wishes to use the other party’s name or its logo, or researcher’s affiliation or title in any press release or other form of publicity based on the Joint Research or the Research Result of the Joint Research.

**Article 23 Utilization of Designated TLO**

1. Either party may, by giving a notice to the other party, appoint its respective designated TLO to carry out consultation and subsequent execution of an agreement in accordance with Articles 12, 13 and 17.
2. In case of Article 23.1, either party may, by giving a notice to the other party, assign its solely owned Intellectual Property Rights that it has acquired pursuant to Articles 12 and 17.1, or grant a license of the same with the right to grant sub licenses to its designated TLO.
3. In case of Article 23.1, either party may disclose any Know-how, Programs, and Materials set forth in Article 17, and other party’s Confidential Information set forth in Article 20 to its designated TLO.
4. In case of Articles 23.1 through 23.3 above, TU and INSTITION shall impose on its designated TLO the equivalent obligations set forth in this Agreement including Articles 12, 13, 16, 17 and 20 (except for the obligation under Article 20.3), to the same extent that they apply to them.

**Article 24 Term of Agreement**

1. The term of this Agreement shall be the Contract Period set forth in Article 3.
2. The provisions of Articles 1, 4 and 7, Articles 9 through 18, Articles 20 through 23, Articles 24.2, 26, 27 and 28.4, and Articles 29 through 32 shall survive the termination or expiration of this Agreement for the period as set forth in each of these provisions or until all the respective subject matters therein cease to exist.

**Article 25 Termination of Agreement**

1. Either party may terminate this Agreement by giving a written notice to the other party if:

(i) the other party has committed any improper or unjust act in connection with the performance of this Agreement; or

(ii) the other party has breached any provision of this Agreement,

unless such improper or unjust act or breach is remedied within a reasonable period set in the written notice.

1. Either party may immediately terminate this Agreement if:

(i) the other party becomes a subject of any bankruptcy, civil rehabilitation, corporate reorganization proceedings, or similar proceedings;

(ii) the other party becomes a subject of bank suspension and is suspended of any bank transactions; or

(iii) the other party becomes a subject of provisional attachment and is in default of taxes and public dues.

**Article 26 Damages**

Either party may make a claim for damages against the other party, if it suffers a loss or damage due to any act mentioned in Article 25 or due to any willful misconduct or gross negligence of the other party.

**Article 27 No Warranty**

* 1. TU AND INSTITUTION ACKNOWLEDGE AND AGREE THAT THEY ARE ACADEMIC RESEARCH INSTITUTIONS AND THAT THE JOINT RESEARCH IS OF AN EXPERIMENTAL NATURE. AS A RESULT, ANY RESULTS OF THE JOINT RESEARCH AND ANY RESEARCH MATERIALS ARE PROVIDED AS IS AND WITH ALL FAULTS. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE JOINT RESEARCH, WHETHER ANY RESULTS WILL OBTAIN, ANY RESEARCH MATERIALS OR ANY INVENTION, PROCESS OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, DEVELOPED OR REDUCED TO PRACTICE UNDER THIS AGREEMENT; OR THE OWNERSHIP, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH, ANY RESEARCH MATERIALS OR ANY SUCH INVENTION OR PRODUCT.
	2. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY, ANY LICENSEE, OR OTHERS, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY OR TERMINATION OF THE JOINT RESEARCH, OR FROM THE USE OF THE JOINT RESEARCH RESULTS, ANY RESEARCH MATERIALS OR ANY SUCH INVENTION OR PRODUCT.

**Article 28 Exclusion of Antisocial Forces**

1. Each party (including their respective directors, officers or employees; the same shall apply to Article 28.2) represents and warrants that such party does not fall under any of the following:
2. an organized crime group;
3. a member of an organized crime group (or a person who was a member of an organized crime group within the past five (5) years);
4. an associate member of an organized crime group;
5. a company or group affiliated with an organized crime group;
6. a corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, or a crime group specialized in intellectual crimes; or
7. any other person or group engaged or involved in organized crime.
8. Neither party shall, by itself or through the use of third parties, conduct any of the following:
9. a demand with violence;
10. an unreasonable demand beyond its legal entitlement;
11. use of intimidating words or actions in relation to transactions;
12. an action to damage the credit or obstruct the business of the other party by spreading rumor, using fraudulent means or resorting to force; or
13. any other equivalent actions of above
14. Notwithstanding the provision of Article 25.1, either party may terminate this Agreement without any notice if the other party has breached the provisions of Article 28.1 or 28.2.
15. In case of Article 28.3, the party terminating this Agreement shall not be liable to compensate or indemnify for any loss or damage suffered by the other party as a result of such termination. If the terminating party suffers any loss or damage as a result of such termination, the other party shall compensate for any and all loss and damage suffered by the terminating party.

**Article 29 Applicable Laws and Regulations**

Both parties shall comply with all applicable laws and regulations, including export controls laws and regulations, with respect to the execution of this Agreement and handling of the Research Results obtained therein.

**Article 30 Consultation**

For any matters not set forth in this Agreement, the parties shall have mutual consultations and determine such matters thereof.

**Article 31 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Japan.

**Article 32 Jurisdiction**

The parties agree that any and all disputes arising out of or in connection with this Agreement that cannot be settled through mutual consultation shall be subject to the exclusive jurisdiction of the Tokyo District Court, Japan.

**Article 33 No waiver**

No failure or delay of either party to enforce the performance by the other party of any provision of this Agreement shall in any way adversely affect such provision after the fact. No waiver by either party of a breach of any provision of this Agreement shall be taken to be a waiver by such party of any subsequent breach of such provision.

**Article 34 Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected unless the balance of the parties’ respective benefits from the Agreement is substantially affected.

**Article 35 Notice**

All notices and other communications hereunder shall be in writing and effective upon receipt if sent by registered or certified mail, return receipt requested, postage prepaid, or by an internationally recognized courier service which provides proof of delivery or receipt to the following addresses of the parties:

If to TU:

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|  |

If to INSTITUTION:

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**Article 36 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above written.

Signed for and on behalf of

|  |  |
| --- | --- |
| TU:  | Tohoku University |
| Signature: |  |
| Name: | (Name of Authorized Official) |
| Title: | (Title of Authorized Official) |
| Date: | (Month/Date/Year) |

Signed for and on behalf of

|  |  |
| --- | --- |
| INSTITUTION: |  |
| Signature: |  |
| Name: | (Name of Authorized Official) |
| Title: | (Title of Authorized Official) |
| Date: | (Month/Date/Year) |

**Exhibit A: Research Program**

|  |  |
| --- | --- |
| 1. Research Title |  |
| 2. Research Purpose |  |
| 3. Research Description |  |
| 4. Contract Period | FROM (Month/Date/Year) TO (Month/Date/Year) |
| 5. Research Location(s) |  |
| 6. Research Staff Members(\*NOTE 1) |  | NAME | TITLE /AFFILIATION | ROLE |
| TU |  |  |  |
|  |  |  |
|  |  |  |
| INSTITUTION |  |  |  |
|  |  |  |
| 7. Research Collaborator(s) | TU |  |  |  |
|  |  |  |
| INSTITUTION |  |  |  |
|  |  |  |
| 8. In kind Contribution to Research(\*NOTE 2) |  | Item | Expense |
| TU |  |  JPY |
|  |  JPY |
| INSTITUTION |  |  JPY |
|  |  JPY |
| 9. Facility & Equipment at TU | OWNERSHIP | FACILITY NAME | EQUIPMENT |
| NAME | SPECIFICATION | QTY |
| TU |  |  |  |  |
| INSTITUTION(\*NOTE 3) |  |  |  |  |
| 10. Facility &Equipment at INSTITUTION | OWNERSHIP | FACILITY NAME | EQUIPMENT |
| NAME | SPECIFICATION | QTY |
| TU(\*NOTE 3) |  |  |  |  |
| INSTITUTION |  |  |  |  |

NOTE 1: Indicate the name of Principal Investigator with (PI).

NOTE 2: List and describe notable expenses, if any, to be borne by each party to conduct its own research activities for the Joint Research.

NOTE 3: Required to fill in, only if the party provides any equipment to the other party for the Joint Research.