Entrusted Research Agreement

This Entrusted Research Agreement (this “Agreement”) is entered into as of [ ] by and between National University Corporation Chiba University, located at 1-33, Yayoi-cho, Inage-ku, Chiba-shi, Chiba 263-8522 Japan (the “University”) and (the “Company”), on the terms and conditions hereinafter in order to conduct the Entrusted research (the “Entrusted Research”) set out in the Table of Agreement Items (the “Table”) as follows:

　（Table of Agreement Items）

|  |  |
| --- | --- |
| 1 Research Title |  |
| 2 Research Purpose and Description |  |
| 3 Research Period | From To |
| 4 Research Participants | Name | Organization / Title |
|  |  |
|  |  |
| (Note) "※" means the Principle Researcher. |
| 5 Research Place |  |
| 6 Research Expenses(Including consumption tax) | Direct Cost | Yen |
| Indirect Cost | Yen |
| Strategic industry-academia collaboration expenses | Yen |
| Total | Yen |
| 7 Facilities and Equipment Provided by the Company (Name, Standard, Quantity) | Name | Standard | Quantity |
|  |  |  |
|  |  |  |
|  |  |  |

**Article 1（Definitions）**

The following terms as used in this Agreement shall, unless the content clearly indicates to the contrary, have the following meanings set forth in this Article 1:

(1)　“Research Result(s)” shall mean any result acquired based on this Agreement, including, but not limited to, any invention，idea，design，works of authorship and know-how which is identified as the result in the research report set forth in Article 4 and relates to the purpose of the Entrusted Research.

(2)　“Intellectual Property Rights” shall mean any and all world-wide intellectual property rights, including, but not limited to, (i) patent right, utility model right, design right, trademark right, layout-design exploitation right, breeder’s right and the right to obtain these rights, (ii) copyright on work of authorship of program and database and (iii) technical and proprietary information which is able to be kept confidential and is designated through both parties’ discussion (the “Know-How”).

(3)　“Invention(s)” shall mean any world-wide invention, idea, device, design, works of authorship, mark, know-how, and any other proprietary information, which are subject to the protection of Intellectual Property Rights.

(4)　“Research Participant” shall mean any person of the University set forth in item 4 of the Table who engages in the Entrusted Research or any person who participates in the Entrusted Research pursuant to Article 2.2. And “Research Collaborator” shall mean any person other than the person set forth in item 4 of the Table or Article 2.2 but who assists in the Entrusted Research.

**Article 2（Conduct of Research）**

2.1 The University shall conduct the Entrusted Research on its own responsibility but not seek damages the University incurred in the course of the conduct of the Entrusted Research against the Company; provided, however, that the Company shall be liable for damages the University incurred due to any defect of the goods provided by the Company with the University.

2.2 If the University intends to assign any additional person of the University as a Research Participant as set forth in item 4 of the Table, the University shall notify in writing the Company of such person’s information as set forth in item 4 of the Table.

**Article 3（Research Collaborator）**

3.1 If the University needs to obtain the participation or cooperation of any person other than the listed Research Participant in order to conduct the Entrusted Research, the University may, upon obtaining the prior consent of the Company, allow any person other than the listed Research Participant to act as a Research Collaborator.

3.2 In the case provided in Article 3.1, the University shall make such a person who will act as a Research Collaborator to comply with the terms and conditions of this Agreement.

3.3 The provision of Article 12 shall be applied to the case any Research Collaborator obtains any Invention as a result of the Entrusted Research.

**Article 4（Research Report）**

After the completion of the Entrusted Research, the University shall submit to the Company the report on the completion of the Entrusted Research.

**Article 5（Non-Delegation）**

The University shall not delegate in whole or in part of its duties with respect to the Entrusted Research to any third party or have any third party obtain any right and obligation of the University under this Agreement by transfer without the prior written consent of the Company.

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

6.1 The Company shall pay the University the research expenses set forth in item 6 of the Table (the “Research Expenses”) by [ ] in accordance with the invoice issued by the University. The Company shall bear all taxes levied on any payments accruing to the Company under this Agreement and any costs and expenses required for the transfer of the Research Expenses.

6.2 If the Company fails to pay said Research Expenses by the due date of payment set forth in Article 6.1, the Company shall pay the University delay charges at the rate of five percent (5%) per annum for the unpaid outstanding amount on a daily pro-rata basis covering the period from the day immediately following the due date for payment up to the day of actual payment.

**Article 7（Accounting）**

The University shall be in charge of the accounting of the Research Expenses set forth in Article 6; provided, however, that the Company may request the University to allow the Company look through the document of accounting on this Agreement and the University shall accept such a request.

**Article 8（Ownership of Equipments Acquired for Research Expenses）**

Any and all equipments that are acquired for the Research Expenses shall be owned by the University.

**Article 9（Provision of Facilities and Equipments）**

9.1 The University may accept from the Company free of charge, and shall use, the equipments owned by the Company which is set forth in item 8 of the Table, with the consent of the Company, in order to make them available to the Entrusted Research. The University shall retain custody of such equipments accepted from the Company with the duty of care of a good manager, from the time of completion of the installation of that equipment up to the commencement of the operations for the return of that equipment to the Company.

9.2 Any costs and expenses required for the carrying-in and installation of the equipments provided in Article 9.2 shall be borne by the Company.

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

If there arises any contingency that was not foreseen at the outset of the Entrusted Research or any unavoidable circumstance, including acts of God or any other force majeure, both parties may discuss and discontinue the Entrusted Research or extend the period for the Entrusted Research. In such a case, neither party shall be liable to the other party for any losses or damages suffered by such other party arising out of or in connection with such discontinuation or extension of the Entrusted Research.

**Article 11（Research Expenses at Completion or Discontinuation, etc. of Research）**

11.1 If the Entrusted Research is completed or discontinued pursuant to Article 10, where there is any unused surplus in the Research Expenses paid to the University pursuant to Article 6.1 by the Company, the Company may demand the University to refund the amount of such surplus. Upon such demand from the Company for the refund, the University shall accommodate the payment of such refund.

11.2 If it is likely that there would be a shortage in funds for the Research Expenses already received, the University shall immediately notify the Company such a shortage in writing with the reason for such a shortage. In such a case, the Company shall discuss with the University and determine whether or not it will bear such a shortage in the Research Expenses.

11.3 When the Entrusted Research is completed or discontinued, the University shall return to the Company any equipments which were provided pursuant to Article 9 in the state that they were in as of the completion or discontinuation of the Entrusted Research. In this case, any costs and expenses required for the removal and carrying-out of such equipments shall be borne by the Company.

**Article 12（Ownership of and Application for Intellectual Property Rights）**

12.1 If any person in charge of the Entrusted Research of the University has conceived any Invention in the conduct of the Entrusted Research, the University shall promptly notify the Company of that fact.

12.2 The Intellectual Property Right based on an Invention which the Research Participant of the University has obtained through the conduct of the Entrusted Research shall be owned by the University or the Research Participant of the University.

12.3 In the case any Intellectual Property Right set forth in Article 12.2 is owned by the University, the University may file an application at its own discretion for such Invention.

12.4 In the case provided in Article 12.3, if such conceived Invention includes any information with duty of confidential set forth in Article 21 which the Company provided or disclosed pursuant to Article 20, the University may discuss with the Company and allow the Company jointly own any Intellectual Property Right on such an Invention with the University. In this case, both parties shall discuss and determine each share of such an Intellectual Property Right and jointly file an application for such an Invention in accordance with a joint application agreement which both parties shall separately execute.

12.5 If any Intellectual Property Right set forth in Article 12.2 is owned by any Research Participant of the University, the Company shall discuss and make any agreement with said Research Participant on such right.

**Article 13（Foreign Application）**

13.1 The provisions of Article 12 shall be also applied to any application and protection of the rights for Intellectual Property Rights on any Invention in foreign countries (”Foreign Application”).

13.2 The University and the Company shall discuss with each other on the implement of Foreign Application on any Intellectual Property Right which shall be jointly owned by both parties pursuant to Article 12.4.

**Article 14（Intellectual Property Rights Solely Owned by the University）**

14.1 The Company may select one of the following options on the treatment of Intellectual Property Rights (“the University Intellectual Property Rights”) solely owned by the University pursuant to Article 12.3 in principle within one hundred and eighty (180) days after the application for the University Intellectual Property Rights:

(1)　The Company obtains the University Intellectual Property Right by transfer from the University;

(2)　The Company is granted an exclusive license under the University Intellectual Property Right by the University;

(3)　The Company is granted a non-exclusive license under the University Intellectual Property Right by the University; or

(4)　The Company reserves selecting the above options until the registration of the University Intellectual Property Right.

14.2 If the Company selected one of the options set forth in Article 14.1, both parties shall discuss and determine the terms and conditions on the selected option.

14.3 If the Company does not select any of the options set forth in Article 14.1, the University may assign or grant license to any third party under such a University Intellectual Property Right at its discretion.

**Article 15（Joint Intellectual Property Rights）**

15.1 The Company may select one of the following options on the treatment of Intellectual Property Rights (“Joint Intellectual Property Rights”) jointly owned by the University and the Company pursuant to Article 12.4 in principle within one hundred and eighty (180) days after the application for the Joint Intellectual Property Rights or up to the deadline provided under a joint application agreement, if any:

(1)　The Company obtains the share of the Joint Intellectual Property Right by transfer from the University;

(2)　The Company is granted an exclusive license under the Joint Intellectual Property Right by the University;

(3)　The Company is granted a non-exclusive license under the Joint Intellectual Property Right by the University; or

(4)　The Company reserves selecting the above options until the registration of the Joint Intellectual Property Right.

15.2 If the Company selected one of the options set forth in Article 15.1, both parties shall discuss and determine the terms and conditions on the selected option.

15.3 If the Company does not select any of options set forth in Article 15.1, either party may assign or grant license to any third party under its own share of such a Joint Intellectual Property Right at its discretion.

**Article 16（Royalty on Joint Intellectual Property Rights）**

The royalty acquired by either or both parties from the licensee under any Joint Intellectual Property Rights shall be allocated to each party, whichever party is the licensor, in accordance with each share of the University and the Company. In this case, the cost for negotiation for granting the license to a third party may be first deduct from the royalty prior to the calculation of the allotment.

**Article 17（Identification of Know-How）**

17.1 Both parties shall discuss and promptly identify as Know-How any Research Result described in the research report set forth in Article 4 which falls within Know-How.

17.2 On identifying any Know-How, the period for which such Know-How must be in confidence shall be indicated..

17.3 Both parties shall discuss and determine the period set forth in Article 17.2 but the period shall be in principle five (5) years from the date immediately following the completion of the Entrusted Research; provided, however, that both parties may discuss and extend or shorten said period if necessary after the determination of said period.

**Article 18（Program and Know-How）**

Any copyrightable program and Know-How created as a result of the Entrusted Research shall be treated in the same manner as set forth in Articles 12 through 16 and both parties shall discuss and determine how to treat such program and Know-How.

**Article 19（Use of Research Result in the University）**

19.1 The University and any Research Participants of the University may use any Research Results free of charge in its educational and research activities, subject to the compliance with the period pursuant to Article 17 and the duty of confidentiality pursuant to Article 21.

19.2 Any Research Participant of the University may use any Research Results pursuant to Article 19.1 even when he/she engages in educational and/or research activities in non-profitable research organization other than the University.

**Article 20（Disclosure of Information）**

20.1 The Company shall provide or disclose free of charge to the University any information, material and so on which is necessary for the conduct of the Entrusted Research, except those in respect of which any duty of confidentiality is owed under any agreement with a third party other than the University.

20.2 The University shall promptly return to the Company after the completion or discontinuation of the Entrusted Research any information and material which was provided or disclosed on the condition that it is necessary to be returned.

**Article 21（Confidentiality）**

21.1 Neither party (the “Receiving Party”) shall disclose to anyone other than Research Participant any information on technology and business disclosed or provided by the other party (the “Disclosing Party”) or the Receiving Party could know during the Entrusted Research (the “Confidential Information”). Also, the Receiving Party shall cause any Research Participant of the party who received such Confidential Information hold it in confidence even after he/she leaves his/her work position; provided, however, that the above provisions shall not apply to any information as follows:

(1)　the information which the Receiving Party can establish by competent proof was already possessed by the Receiving Party at the time of the disclosure or acquisition;

(2)　the information which was already part of the public domain at the time of the disclosure or acquisition;

(3)　the information which became part of the public domain after the time of the disclosure or acquisition without any fault of the Receiving Party;

(4)　the information which the Receiving Party can establish by competent proof was lawfully acquired from a third party who has the legitimate right to that;

(5)　the information which the Receiving Party can establish by competent proof was independently developed or acquired by the Receiving Party without reference to the information disclosed by the Disclosing Party; or

(6)　the information with a prior written consent by the Disclosing Party for the disclosure.

21.2 The University shall not use any Confidential Information for the purpose other than the Entrusted Research except in the case with a prior written consent by the Disclosing Party for the use.

21.3 Articles 21.1 and 21.2 shall survive from the date of the commencement of the Entrusted Research set forth in item 3 of the Table up to five (5) years after the completion or discontinuation of the Entrusted Research; provided, however, that both parties may discuss and extend or shorten such period.

**Article 22（Research Results）**

22.1 Each party may disclose, announce or publicly release the Research Result obtained through the Entrusted Research (or if the period for such a research continues for more than one year, the Research Result obtained in the relevant fiscal year) (the “Public Release of Research Result”) after the completion of the Entrusted Research (or if the period for such a research continues for more than one year, after end of each fiscal year), complying with the duty of confidentiality pursuant to Article 21; provided, however, that in the light of social mission of universities the University may conduct publicly release the Public Release of Research Result earlier with the Company’s prior consent, which the Company may not unreasonably withhold. In any case, however, either party may not disclose, announce or publicly release any Know-How without the other party’s prior consent.

22.2 In the case of Article 22.1, a party who desires the Public Release of Research Result (the “Releasing Party”) shall notify the other party in writing of the contents of such release no later than sixty (60) days prior to the scheduled day of the Public Release of Research Result. Also, the Releasing Party may indicate with the other party’s prior written consent that the content was obtained as a result of the Entrusted Research.

22.3 If the other party who received such a notice pursuant to Article 22.2 considers that the content of the notification under Article 22.2 is likely to harm any of its interests expected to be realized in the future, the party shall notify the Releasing Party, within thirty (30) days after the receipt of such notification, in writing of the modifications of the technical information which will be disclosed, announced or publicly released, and the Releasing Party shall fully discuss with the other party. The Releasing Party shall not, without the consent of the other party, release any part that the other party has considered is likely to harm any of its interests expected to be realized in the future by releasing any Research Result; provided, however, that the other party shall not unreasonably withhold such consent.

22.4 The Releasing Party shall notify pursuant to Article 22.2 only for five (5) years after the date immediately following the completion of the Entrusted Research; provided, however, that both parties may discuss and extend or shorten such a period.

**Article 23（Termination of Agreement）**

23.1 If the Company fails to pay the Research Expenses set forth in Article 6 by the due date for the payment, the University may terminate this Agreement prior to the expiration of the period of the Entrusted Research.

23.2 If any of the following events occurs, either party may terminate this Agreement prior to the expiration of the period of the Entrusted Research unless such an event has not been cured within thirty (30) days after written notice thereof by the non-breaching party:

(1) That the other party has committed improper or unjust act with regard to the performance of this Agreement.

(2) That the other party has breached any provision of this Agreement.

**Article 24（Damages）**

Either party shall be liable for damages which the other party incurred due to the failure of the payment set forth in Article 23.1, any of the events set forth in Article 23.2 or any intentional act or nonperformance or any act or nonperformance with gross negligence by the party or any of its Research Participant or Research Collaborator.

**Article 25（Term of Agreement）**

25.1 The term for this Agreement shall be as the Research Period in item 3 of the Table.

25.2 The provisions of Articles 3, 4, 11 through 22, 24, 27 and 28 shall survive termination or expiration of this Agreement for the period provided in each of such provisions or until all the respective subject matters therein have expired.

**Article 26（Force Majeure）**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, prohibition of import or export, refusal by a government to approval or license, omissions or delays in acting by any governmental authority.

**Article 27（Security Export Control）**

27.1 Both parties agree to adhere to and comply with applicable export control laws and regulations.

27.2 Each party shall not directly or indirectly export or transfer any tangible item or technologies in violation of any applicable export control laws and regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or transactions.

27.3 Each party shall understand that only after obtaining all necessary export authorizations and licenses, any Export-controlled tangible item or technology shall be allowed to be exported or transferred.

**Article 28（Assignment）**

Except as expressly provided hereunder, neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld). The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void.

**Article 29（Notices）**

Any notice to be given under this Agreement must be in writing and delivered either in person, by any method of mail (postage prepaid) requiring return receipt, or by overnight courier or facsimile confirmed thereafter by any of the foregoing, to the party to be notified at its address given below, or at any address such party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earlier of: (a) the date of actual receipt; (b) if mailed, three calendar days after the date of postmark; or (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries.

**If to the University:** National University Corporation Chiba University

 1-33, Yayoi-cho, Inage-ku,

 Chiba-shi, Chiba, 263-8522 Japan

 Attention:

 Title:

 Facsimile:

**If to the Company:** (Company Name)

 (Address)

 Attention:

 Title:

 Facsimile:

**Article 30（Waiver）**

Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy shall not operate or be construed as a continuing waiver of the same right or remedy or of any other of such party’s rights or remedies provided under this Agreement.

**Article 31（Severability）**

In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Article 32（Independent Contractors）**

It is expressly agreed that the University and the Company shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency of any kind. No party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on another party, without the prior written consent of such other party.

**Article 33（Entire Agreement; Amendment）**

This Agreement sets forth all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the parties with respect to the subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by both parties’ duly authorized representatives.

**Article 34（Discussion）**

If it is necessary to provide for any matter not expressly set forth in this Agreement, both party shall discuss and endeavor to amicably resolve such matter.

**Article 35（Governing Law and Jurisdiction）**

35.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Japan, without regard to conflict of law provisions.

35.2 All disputes relating to this Agreement shall be submitted to the exclusive jurisdiction of the Chiba District Court, which has jurisdiction over the district of the University, as the court of the first instance.

**In Witness Whereof,** the parties hereto have duly executed this Agreement in duplicate originals by their duly authorized representatives as of the date first set forth above and have prepared two originals of this Agreement and shall each retain one original.

**National University Corporation**

**Chiba University**

By:

Name:

Title:

(Company Name)

By:

Name:

Title: