

Written Agreement on Collaborative Research Project (Template)

This WRITTEN AGREEMENT ON COLLABORATIVE RESEARCH PROJECT (hereinafter referred to as “the **Agreement**”) is made and entered into as of [*insert MONTH*] [*insert DATE*], [*insert YEAR*] (hereinafter referred to as “the **Effective Date**”)

by and between:

TOYOHASHI UNIVERSITY OF TECHNOLOGY, National University Corporation having its administrative offices at 1-1, Hibarigaoka, Tempaku-cho, Toyohashi City, Aichi Prefecture, Japan, (hereinafter referred to as “the **University**”); and

[insert the NAME of the COMPANY], a corporation organized and existing under the laws of [insert the applicable law for incorporation] with its principal place of business at [insert the COMPANY's ADDRESS]

(hereinafter referred to as “the **Company**”).

(hereinafter collectively referred to as “the **Parties**” and each of them being “the **Party**”)

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements set forth herein contained, and hereby acknowledged, the Parties agree as follows in accordance with the terms and conditions below:

Section 1. Definitions

The terms used in the Agreement, except as otherwise expressly provided herein, shall have the meanings as defined in the NOTE attached hereto.

Section 2. Theme or the like of Collaborative Research

The University and the Company are in agreement to carry out the following collaborative research project:

- (1) Theme of Research:
- (2) Goal(s) and Description of Research:

(3) Research Location:

Section 3. Research Period

The research period of the collaborative research project shall be from the Effective Date of the Agreement to [insert MONTH] [insert DATE], [insert YEAR] (hereinafter referred to as “the Research Period”).

Section 4. Researchers Engaged in the Collaborative Research Project

4.1 The University and the Company shall nominate the persons set forth in the Appendix 1 hereto to the collaborative research project as the In Charge Researchers, respectively.

4.2 The University shall accept a person in charge of the collaborative research project at the research location in the University as a collaborative researcher from private sector or the like out of the in charge researchers from the Company.

4.3 In case the University and the Company wish to nominate a new faculty official or an employee working for the University or the Company to participate the collaborative research project as an In Charge Researcher, the University or the Company shall notify in writing to the other Party in advance to obtain a written consent thereof.

Section 5. Convocation of Progress Report Meeting

5.1 The University and the Company shall be jointly responsible for the management of the collaborative research project.

5.2 Through the effective duration of the Agreement, the University and the Company shall periodically prepare the written progress report under supervision of one another, convene the progress report meeting, report the progress of the collaborative research project at the progress report meeting and consult one another on its development and so forth. For the avoidance of doubt, in addition to the periodically convened meetings, the University and the Company may request to convene the progress report meeting through mutual consultation and as necessary.

Section 6. Preparation of Research Report

Within sixty (60) days from the day following the completion date of the collaborative research project, the University and the Company shall mutually cooperate to prepare the research report describing the Research Result attained during the Research Period (hereinafter referred to as "Research Result Report").

Section 7. Designation of Know-How

7.1 The University and the Company shall promptly designate the information that shall fall within the category of the Know-How in the Research Result described in the Research Result Report through mutual consultation.

7.2 While designating the Know-How, the confidentiality period for which it shall be kept in confidence shall be explicitly specified.

7.3 The confidentiality period set forth in the immediately preceding paragraph shall be determined by the University and the Company through mutual consultation and in principle shall be three (3) years from the day following the completion date of the collaborative research project. Notwithstanding the foregoing, the University and the Company may either extend or abridge the confidentiality period through mutual consultation as necessary after the designation of the Know-How.

Section 8. Burden of Research Funding

The Company shall bear the research funding set forth in the Appendix 2 hereto (hereinafter referred to as "the Research Funding").

Section 9. Contribution of Research Funding

9.1 The Company shall provide the Research Funding as set forth in the Appendix 2 hereto by use of the invoice issued by the University by the specified due date as set forth in the invoice.

9.2 In case the Company fails to provide the Research Funding as set forth in the immediately preceding paragraph by the prescribed due date, the Company shall be liable for extra late charges calculated per diem at 5.00% per annum from the date following the due date to the date on

which the due amount is paid in full.

Section 10. Accounting

The University shall be responsible for keeping accounting books and records of the Research Funding as set forth in the immediately preceding Section. Notwithstanding the foregoing, the Company may request the University to access and inspect the accounting books and records relating to the Agreement. In case it is requested from the Company to access and inspect the accounting books and records relating to the Agreement, the University shall honor such request in good faith.

Section 11. Ownership of Facility or the like Obtained by Research Funding

The facility or the like obtained by the Research Funding as set forth in Appendix 2 hereto shall belong to the University.

Section 12. Provision or the like of Facilities and Equipment

12.1 The University shall provide the facility and equipment own or managed by the University as set forth in Appendix 3 hereto for the collaborative research project.

12.2 The University shall accept the facility and equipment own or managed by the Company as set forth in Appendix 3 free of charge with a consent of the Company for the purpose of joint use for the collaborative research project among the Parties. For the purpose of clarification, the University shall keep the equipment accepted from the Company with duty of care as a good faith manager during the period of time from the completion of installation to the time on which an operation to return such equipment to the Company starts.

12.3 Costs and expenses necessary for installing and mounting the equipment as set forth in the immediately preceding paragraph shall be borne by the Company.

Section 13. Termination of Research and Abridgement or Extension of Research Period

Upon the occurrence of natural disaster or other unavoidable circumstances beyond the control of the Parties during the course of the collaborative research project, the University and the Company may agree to cease the collaborative research project, otherwise abridge or extend the

Research period of the collaborative research project through mutual consultation. In this case, neither one of the Parties shall be liable to one another.

Section 14. Disposition of Research Funding or the like upon Completion or Termination of Research

14.1 Upon the completion of the collaborative research project or the termination of the collaborative research project pursuant to the immediately preceding Section, in case an amount of fund remains unused in the Research Funding (excluding research fee) contributed pursuant to the Section 9, paragraph 1 hereof, the Company may claim the University to refund such unused amount. The University, upon being claimed from the Company for the refund, must refund such amount.

14.2 In case any possible shortfall of the Research Funding contributed is anticipated by the University, the University shall immediately notify such possible shortfall to the Company in writing. In this case, the Company, through consultation with the University, shall determine whether to compensate such shortfall on the part of the Company. In case the Company is incapable of bearing the Research Fund, the University and the Company shall determine whether or not to continue the Agreement through mutual consultation.

14.3 Upon the completion or the termination of the collaborative research project, the University shall return the equipment provided by the Company pursuant to the Section 12, paragraph 2 hereof, to the Company “as is” in the conditions at the time of the completion or the termination of the collaborative research project.

14.4 Any costs and expenses necessary for the dismantlement and the shipment of such equipment set forth in the immediately preceding paragraph shall be borne by the Company.

Section 15. Application Filing or the like of Intellectual Property Rights

15.1 The University and the Company shall promptly disclose and report to each other the Invention or the like arising from or relating to the collaborative research project during the course of the collaborative research project.

15.2 In case the In Charge Researcher from either the University or the Company solely creates the Invention or the like arising from or relating to the collaborative research project as an outcome of the collaborative research project, the Invention or the like shall be vest solely either with the University or the Company to which an inventor belongs, and the University or the Company shall in principle prosecute the Intellectual Property Right applications or pursue other protections on its own

behalf. Notwithstanding the foregoing, the University or the Company shall obtain from all other Parties the confirmation before the Intellectual Property Right (except copyrights, the Know-How and the Accomplished Tangibles which incur no proceedings such as an application filing) applications is filed or demanded for a patent or other protection in advance. In this case, any costs and expenses necessary for an application filing, prosecution and maintenance of the Intellectual Property Rights shall be borne by a party who is to pursue the IPR protection.

15.3 In case the In charge Researcher from the University and the In Charge Researcher from the Company jointly create the Invention or the like arising from or relating to the collaborative research project as an outcome of the collaborative search project and the Invention or the like is determined to be filed or demanded for a patent or other IPR protection, the University and the Company shall determine the equity interest with respect to the Intellectual Property Rights (except copyrights, the Know-How and the Accomplished Tangibles which incur no proceedings such as an application filing) through mutual consultation and then jointly file an application or demand a protection with respect to the IPR pursuant to a separately contracted Agreement or the like on joint IPR application filing. Notwithstanding the foregoing, in case the IPR (except copyrights, the Know-How and the Accomplished Tangibles which incur no proceedings such as an application filing) is assigned to either the University or the Company from the other party, the University or the Company shall solely file an application or a demand for the IPR.

Section 16. Application Filing in Foreign Jurisdictions

16.1 The immediately preceding Section shall apply to the case where the Intellectual Property Right (excluding copyrights, the Know-How and the Accomplished Tangibles which incur no proceedings such as an application filing) application for the Invention or the like is filed or registered or otherwise IPR protection is sought in foreign jurisdictions (hereinafter referred to as “the Foreign IPR Application”).

16.2 The University and the Company shall mutually consult each other to pursue the Foreign IPR Application.

Section 17. Preferential Exploitation

17.1 The University shall give either the Company or the Person Designated by the Company a preferential treatment to allow preferential exploitation of the IPR which was created as an outcome of the collaborative research project and assigned solely to the University (hereinafter referred to as the “IPR assigned to the University”) within a period not longer than five (5) years from a filing date of an application for the IPR or the like, provided that either the Company or the Person

Designated by the Company requests to undertake a preferential exploitation of the IPR assigned to the University. The terms and conditions of the preferential exploitation shall be determined when the separately contracted license agreement is entered in agreement.

17.2 The University shall give either the Company or the Person Designated by the Company a preferential treatment to allow preferential exploitation of the IPR which was created as an outcome of the collaborative research project and jointly owned between the University and the Company (hereinafter referred to as the “IPR jointly owned between the University and the Company”) within a period not longer than five (5) years from a filing date of an application for the IPR or the like, provided that either the Company or the Person Designated by the Company requests to undertake a preferential exploitation of the IPR jointly owned between the University and the Company. The terms and conditions of the preferential exploitation shall be determined when the separately contracted license agreement is entered in agreement.

17.3 The University, in case either the Company or the Person Designated by the Company requests to renew the period of the preferential exploitation set forth in the preceding two paragraphs (hereinafter referred to as the “Preferential Exploitation Period”), shall allow to renew the Preferential Exploitation Period. In this case, how long the renewed period is shall be determined through mutual consultation between the University and the Company.

17.4 The scope, terms and condition of the preferential exploitation in the Agreement shall be limited to the research theme, goal and content of the research set forth in the Section 2.

Section 18. Grant of License to a Third Party

18.1 In case that the Company or the Person Designated by the Company fails to exploit the Intellectual Property Rights assigned to the University although a period of time not longer than three (3) years elapses during the Preferential Exploitation Period set forth in the preceding Section, paragraph 1 and paragraph 3 without any justifiable reasons, the University may grant the license to exploit the IPR assigned to the University to a person other than the Company or the Person Designated by the Company (hereinafter referred to as “the Third Party”), after giving an opportunity to hear an opinion to the Company or the Person Designated by the Company.

18.2 The immediately preceding paragraph shall apply *mutatis mutandis* to the case where the Company or the Person Designated by the Company fails to exploit the IPR jointly owned between the University and the Company, although a period of time not longer than three (3) years elapses during the Preferential Exploitation Period set forth in the preceding Section, paragraphs 2 and 3 without any justifiable reasons.

18.3 The Company may grant the license to exploit the IPR jointly owned between the University and the Company to the Third Party after an application or the like for IPR jointly owned between the University and the Company is filed or the protection therefor is sought. The Company, upon grant of the license to the Third Party, shall notify the University of the grant of the license.

Section 19. Assignment of Equity Interest of IPR

19.1 The University may assign, or grant the Exclusive License or the like of, an equity interest of the IPR assigned to the University or the IPR jointly owned between the University and the Company, which is an outcome of the collaborative research project, solely to the Company (or the Person Designated through mutual consultation between the University and the Company). Such assignment or a grant of the Exclusive License or the like of the equity interest shall be carried out pursuant to an assignment agreement or an agreement on granting the Exclusive License separately contracted.

19.2 In case the University assigns, or grants the Exclusive License or the like of, an equity interest of the IPR assigned to the University, the IPR jointly owned between the University and the Company to the Person Designated through mutual consultation between the University and the Company, the term “the University” set forth in Sections 17, 18, 20 and 21 shall be replaced with “the Person Designated through mutual consultation between the University and the Company.”

19.3 The University shall obtain a consent in writing from the Company in advance, in case the University wishes to assign, or grant the Exclusive License or the like, an equity interest of the jointly owned IPR to a third party other than the Company.

Section 20. Royalty

20.1 The Company or the Person Designated by the Company shall pay a royalty pursuant to a separately contracted agreement on the Exploitation to the University, in case the Company or the Person Designated by the Company wishes to exploit the IPR assigned to the University.

20.2 The Company or the Person Designated by the Company shall pay a royalty pursuant to a separately contracted agreement on the Exploitation to the University, in case the Company or the Person Designated by the Company wishes to exploit the IPR jointly owned between the University and the Company, in consideration of the fact that the University is not to explore the IPR by itself. In this regard, however, in case the Company gives an offer to the

University requesting the Person Designated by the Company to pay the royalty, such royalty shall be shared by each of the University and the Company according to the equity interest of the University and the equity interest of the Company.

20.3 The terms “explore by itself” or “exploitation by itself” set forth in the immediately preceding paragraph shall exclude “explore” or the “exploitation” for the purpose of an experiment or a research to confirm the Research Result, regardless of whether or not a consideration is received. The same applies hereinafter.

20.4 In case the Third Party is authorized to explore the IPR jointly owned by the University and the Company, the royalty to be paid by the Third Party shall be shared by each of the University and the Company according to each of the equity interest of the University and the equity interest of the Company.

Section 21. Annuity or the like of IPR

In case either the Company or the Person Designated by the Company requests the preferential exploitation set forth in the Section 17 of the IPR with respect to the Invention or the like created in association with the collaborative research project, the cost and expenses associated with or relating to the IPR including not limited to the Official application filing fee and an annuity for the maintenance of the IPR may be borne by the Company. In this case, the Company may counterbalance the royalty for the IPR to be paid to the University by the cost and expenses borne by the Company.

Section 22. Exchange of Information

22.1 The University and the Company shall furnish and disclose information and materials necessary for conducting the collaborative research project each other free of charge. Notwithstanding foregoing, the information on which either one of the University or the Company owes confidentiality obligation pursuant to an agreement with a third party other than the University and the Company is exempted from such furnishing or disclosure.

22.2 The materials furnished from either the University or the Company shall be returned to the other party after the completion or cessation of the collaborative research project.

Section 23. Confidentiality

23.1 The University and the Company shall keep any and all technical or business information which may be furnished or disclosed by the other party or come to notice of the University or the Company during the course of the collaborative research project in confidence and shall not disclose or divulge such confidential information to anyone other than enumerated as the In Charge Researchers set forth in the Appendix 1 and those concerned bare essentials for the performance of the collaborative research project (hereinafter referred to as “the In Charge Researcher or the like”) . In addition, the University and the Company shall secure the In Charge Researchers or the like to owe the confidentiality obligation to keep the Confidential Information furnished or disclosed by the other party in confidence even after leaving its duty or termination of employment of the In Charge Researcher or the like. The Confidential Information herein does not include:

- (a) Information which can be proven to have been in possession of the disclosed party prior to the disclosure or the time on which the Confidential Information comes to its notice;
- (b) Information which at the time of disclosure or the time on which the Confidential Information comes to notice of the disclosed party is already known in the public domain;
- (c) Information which after disclosure or the time on which the Confidential Information comes to notice of the disclosed party becomes part of the public domain due to grounds unattributable to the disclosed party;
- (d) Content which can be proven to have been lawfully obtained from a third party who has a due authority;
- (e) Information which can be proven to have been developed or acquired independently from the information disclosed by the other party; and
- (f) Information of which disclose is authorized by the other party who has disclosed or furnished the information by prior consent in writing of the other party.

23.2 Neither the University nor the Company B shall use the Confidential Information which is furnished or disclosed by the other party in confidence or which comes to notice of the University or the Company for the purpose other than the authorized purpose under the collaborative research project. Notwithstanding the foregoing, it shall not apply to the case where the other Party give the consent in writing in advance.

23.3 The confidential obligation set forth in the preceding two paragraphs takes effect concurrently with the commencement of the collaborative research project pursuant to the Section 3 and survive the completion or termination of the collaborative research project for three (3) years thereafter, provided, however, that the University and the Company may extend or abridge such period through mutual consultation.

Section 24. Treatment of Research Result

24.1 The University and the Company may disclose, announce or publicize the Research Result achieved in the collaborative research project (in case the Research Period is multi-year, the Research Result achieved in the reference fiscal year) after six (6) months elapsed computing from the day following the completion the collaborative research project (in case the research period is multi-year, a fiscal year end in the reference fiscal year), subject fully to the confidentiality obligation of the Confidential Information as set forth in the Section 23 hereof (hereinafter referred to as the “Research Result Publication or the like”). Provided, however, paying due attention of academic social mission to make the Research Result Publication of the University, the time to allow the Research Result Publication may be accelerated with consent of all of the other Parties. For the avoidance of doubt, neither the University nor the Company shall disclose the Know-How and the Accomplished Tangibles without consent of the other Party under any circumstances.

24.2 In the case as set forth in the preceding paragraph, the University or the Company who wishes to make the Research Result Publication or the like (hereinafter referred to as the “Publishing Party”) shall transmit to show the content of the proposed Research Result Publication in writing to the other Party at least sixty (60) days prior to the intended day of the Research Result Publication. For clarification, the Publishing Party may, with written consent of the other Party in advance, manifest that the Research Result is resulting from the collaborative research project.

24.3 In case the other Party receiving the transmittal of the proposed Research Result Publication set forth in the immediately preceding Paragraph from the Publishing Party determine that, in light of the content of the Research Result Publication as proposed, it might adversely affect the expected future interests of the parties, within thirty (30) days from the receipt of such transmittal, the other Party shall demand in writing to the Publishing Party that certain modification shall be made to the technical information to be disclosed, announced or publicized, and in this event, the Publishing Party shall fully consult with the other Party. The Publishing Party shall not disclose or publicize the part of the proposed Research Result Publication to which concern to adversely affect the expected future interests of the Parties has been raised without consent of the other Party. Notwithstanding the foregoing, the other Party shall not unreasonably refuse such consent.

24.4 The period for transmittal as set forth in Paragraph 2 shall be three (3) years computing from the day following the completion of the collaborative research project. Notwithstanding the foregoing, the University and the Company may extent or abridge such period through mutual consultation.

24.5 The term “the completion of the collaborative research project” in this Section shall be replaced with “the termination of the collaborative research project” in case the

collaborative research project is terminated and the Research Result obtained in the interim is to be disclosed or the like.

24.6 The University may use free of charge the IPRs associated with or relating to the Inventions or the like created through the performance of the collaborative research project for the purpose of the education and research activities conducted by the University, provided that the confidentiality obligation of the Know-How as set forth in the Section 7 and the confidentiality obligation as set forth in the Section 23 are fully in compliance.

24.7 The inventor or the creator of the Accomplished Tangibles belonging to the University, even after leaving its duty or termination of employment in the University, may exploit the IPRs associated with or relating to the Inventions or the like created through the performance of the collaborative research project only for the purpose of an education and research at the research institute (limited to Non Profit Research Institute) to which the inventor or the creator will belong in the future upon submission of an application for the license for the research to the University, provided that the inventor or the creator complies with the confidentiality obligation of the Know-How as set forth in the Section 7 and the confidentiality obligation as set forth in the Section 23.

Section 25. Participation and Cooperation of Research Cooperator

25.1 In case any of the University and the Company determines that participation or cooperation of a person other than the In Charge Researcher is necessary for carrying out the collaborative research project, as the case may be, either the University or the Company may admit such person other than the In Charge Researcher as a research cooperator to participate in the collaborative research project with a consent of the other Party.

25.2 While admitting the research cooperator other than the In Charge Researcher, the University or the Company who requests the consent of the other Party to admit the research cooperator other than the In Charge Researcher (hereinafter referred to as “the Requesting Party”) shall cause the research cooperator to comply with the terms and conditions of the Agreement.

25.3 The provisions as set forth in the Section 15 shall apply mutatis mutandis to the case where the research cooperator creates the Invention or the like as an outcome of the collaborative research project.

Section 26. Termination of Agreement

26.1 The University may terminate the Agreement in case the Company fail to pay the Research Funding pursuant to the Section 9, paragraph 1 by the prescribed due date.

26.2 In case the following default occurs on the side of either the University or the Company, and non-defaulting party formally demands to remedy such default but the defaulting party fails to remedy such default within thirty (30) days after the formal demand, the non-defaulting party may terminate the Agreement:

(a) In case the other party commits illegitimate action or inappropriate conduct during the course of the fulfillment of the Agreement; or

(b) In case the other party breaches the Agreement.

Section 27. Damage Compensation

In case the University, the Company, the In Charge Researcher or the Research Collaborator inflicts damage to other Party due to the event as set forth in the immediately preceding Section or willful misconduct or act of gross negligence of the University, the Company, the In Charge Researcher or the Research Collaborator, the University or the Company shall compensate for such damages. Notwithstanding the foregoing, in case that the damages result from the Research Collaborator's willful misconduct or act of gross negligence, such damages incurred can be claimed for compensation to the Research Collaborator who is liable for the damage through mutual consultation among the University, the Company and the Research Collaborator.

Section 28. Effective Period of Agreement

28.1 The Agreement shall continue in full force and effect during the term of period defined in the Section 3 hereof.

28.2 Provisions in the Sections 6, 7, 14 to 25, 27 and 30 shall survive the termination or expiration of the Agreement, unless and until the subject matter prescribed in those provisions become irrelevant in its entirety.

Section 29. Mutual Consultation

Matters not specifically provided for in the Agreement shall be determined by the University and the Company through mutual consultation as necessary.

Section 30. Jurisdiction

Any and all controversy or dispute arising out of or in connection with the Agreement shall be adjudicated before the Nagoya District Court where the University is located.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed in duplicate counterpart original, each of which is to be kept in trust by each of the Parties, by its duly authorized representatives to be effective as of the day and year first hereinabove written.

[the University]

For and on behalf of TOYOHASHI UNIVERSITY OF TECHNOLOGY, National University Corporation

Address: 1-1, Hibarigaoka, Tempaku-cho, Toyohashi City, Aichi Prefecture, Japan

By: Akifumi Suzuki
Title: Secretary General, In charge of Contract
Dated: [insert MONTH] [insert DATE], [insert YEAR]

[the Company]

For and on behalf of [insert the name of the Company]

Address: [insert the address of the Company]

By: [insert the name of signing person]
Title: President, CEO

Dated: [insert MONTH] [insert DATE], [insert YEAR]

Appendix 1: In Charge Researchers (Matters relating to the Sections 1, 4 and 23)

Party	Name	Organization and Title	Role under Collaborative Research Project
The University	#	Engineering/	
The Company			

Note: Name of the principal researcher shall be identified with “#”, Name of the private sector collaborative researcher shall be identified with “*”.

Appendix 2: Collaborative Research Fund (Matters relating to the Sections 8, 9 and 11)

Party	Direct Expense	Indirect Expense	Research Fee
The University	—	—	—
The Company	JPY	JPY	JPY
Sub Total	JPY	JPY	JPY
Total (Direct Expense + Indirect Expense + Research Fee) (Including consumption tax and local consumption tax)			JPY

Appendix 3: Facilities/ Equipment (Matters relating to the Section 12)

Party	Name of Facility	Equipment		
		Name	Specification	Quantity
The University				
The Company				

NOTE: Definitions

The terms used in the Agreement shall have the meaning as assigned to such terms below:

1. The term “**Research Result**” means any technical achievement, including but not limited to creation of invention, device, design, copyrighted work, know-how and accomplished tangibles or the like obtained in the course of the collaborative research project, relating to the goal of the collaborative research project as defined as conceived result in the Research Report, and developed under the Agreement.
2. The term “**Intellectual Property Right**” or “**IPR**” means:
 - (a) Utility patent rights under Japan Patent Act (Sho-34 Legislation No.121), utility model rights under Japan Utility Model Act (Sho-34 Legislation No.123), design rights under Japan Design Act (Sho-34 Legislation No.125), trademark rights (Sho-34 Legislation No.127), circuitry layout rights of semiconductor chips for semiconductor integrated circuit under Act on circuitry layout of semiconductor integrated circuit (Sho-60 Legislation No.43), breeder’s rights under Act on Plant Variety Protection (Hei-10 Legislation No.83) and the rights equivalent or similar to the above-mentioned rights granted in the foreign jurisdictions;
 - (b) Rights to patent set forth under the Japan Patent Act, right to obtain a utility model registration set forth under the Japan Utility Model Act, right to obtain a design registration set forth under the Japan Design Act, right to obtain a trademark registration set forth under the Trademark Act, right to obtain a registration of a setting of layout exploitation right set forth under Article 3, first clause (paragraph) of the Act on Circuitry Layout of Semiconductor Integrated Circuit, right to obtain breed registration set forth under Article 3, first clause (paragraph) of the Act on Plant Variety Protection and the rights equivalent or similar to the above-mentioned rights granted in the foreign jurisdictions;
 - (c) Rights to copyrighted work of computer program and copyrighted work of database under the Copyright Law of Japan (Sho-45 Legislation No.48) (hereinafter collectively referred to as the “Software Programs” in the Agreement) and the rights equivalent or similar to the above-mentioned copyright granted in the foreign jurisdictions;
 - (d) Technical information which may be kept in confidence and contains proprietary value, as specifically so designated by the University and the Company through mutual consultation (hereinafter referred to as” the Know-How” in the Agreement); and

(e) Any material, sample, prototype, model article, laboratory equipment and electronic or printed recording medium recording various research achievement information/results which contains academic or proprietary value in the course of the collaborative research project (hereinafter collectively referred to as “the Accomplished Tangibles.”

3. The term “**Invention or the like**” as used in the Agreement means, in case of the subject matter patentable and protected under the utility patent rights, invention, in case of the subject matter protected under utility model rights, device, in case of the subject matters protected under design rights, circuitry layout exploitation rights and protected under copyright such as the Software Programs, created work, in case of the subject matters protected under the trademark rights, trademark, in case of the subject matters protected under breeder’s right, breed plant and, in case of the subject matters protected as the Know-How, conception of know-how.

4. The term “**Exploit**” or “**Exploitation**” as used in the Agreement, in the context of the Intellectual Property Rights or the license thereof, means acts defined in Article 2, Paragraph 3 of the Patent Act of Japan, acts defined in Article 2, Paragraph 3 of the Utility Model Act of Japan, acts defined in Article 2, Paragraph 3 of the Design Act of Japan, acts defined in Article 2, Paragraph 3 of the Trademark Act of Japan, acts defined in Article 2, Paragraph 3 of the Act on Circuitry Layouts for Semiconductor Integrated Circuit of Japan, acts defined in Article 2, Paragraph 5 of the Plant Variety Protection Act of Japan, acts defined in Article 2, Paragraph 1 of the Copyright Act of Japan, use of the Know-How and exploitation of the Accomplished Tangibles.

5. The term “**Exclusive License or the like**” means:

- (a) Exclusive right (license) to explore set forth under the Japan Patent Act, exclusive right (license) to explore set forth under the Japan Utility Model Act, exclusive right (license) to explore set forth under the Japan Design Act, and exclusive right (license) to use set forth under the Trademark Act;
- (b) Exclusive right (license) to explore set forth under the Act on Circuitry Layout of Semiconductor Integrated Circuit
- (c) Exclusive right to exploit set forth under the Act on Plant Variety Protection
- (d) Rights to exclusively exploit those subject to rights set forth in the Section 2, paragraph 2 of the present definition;
- (e) Rights to exclusively exploit copyrighted works protected under copyright such as the Software Programs;
- (f) Rights to exclusively explore the Know-How in connection with rights set forth in the Section 2, paragraph 4 of the present definition; and
- (g) Rights to exclusively explore the tangible achievement set forth in the Section 2, paragraph 5 of the present definition.

6. The term “**In Charge Researcher**” as used in the Agreement means a person working for the University or the Company and engaging in the collaborative research project and whose name is listed in the Appendix 1 to the Agreement and a person who falls into the definitions in the Section 4, paragraph 2 of the Agreement. Also the term “**Research Collaborator**” as used in the Agreement means a person who cooperatively participates in the collaborative research project other than those listed in the Appendix 1 to the Agreement or defined in the Section 4, paragraph 2 of the Agreement.

7 The term “**Person Designated by the Company**” as used in the Agreement means a person who exploits the Patents or the like substantially with the Company in the integrated manner and is identifiable as the Company, such as an affiliated company of the Company under the capital relationship, and defined when a joint application filing is made or a license agreement is contracted through mutual consultation between the University and the Company.