

(Annex 6, Appendix 9)

XX Joint Research Institute Agreement Model

(Name)

Article 1. This institute shall be called the XX joint research institution (hereinafter referred to as the "institution").

〔 * "Institution" here refers to the consortium in the new contract method. However, it is not always necessary to use the term "consortium" in agreements, and others. This article provides an example of not using the name consortium. 〕

(Purpose)

Article 2. The purpose of the institution is to jointly implement XX (hereinafter referred to as the "commissioned research").

(Address and name of members)

Article 3. The members of the organization shall be as follows.

XX, XX City, XX Prefecture

XXX Research Institute

XX, XX Town, XX City, XX Prefecture

National University Corporation XXX University

XX, XX Town, XX City, XX Prefecture

XXX Prefecture XXX Research Institute

XX, XX Town, XX City, XX Prefecture

XXX Co., Ltd.

(Name of representative)

Article 4. The institution shall set XXX Corporation XXX Research Institute as the representative.

〔 *The "representative" here refers to the representative organization of the consortium in the new contract method. However, it is not always necessary to use the term "representative organization" in agreements, and others. This article provides an example of not using the name representative organization. 〕

(Office)

Article 5. The institution shall set its main office in the XX Research Institute located in XX Ward, XX City, XX Prefecture that is the representative.

(Authority of Representative)

Article 6. Regarding the implementation of the commissioned research, the representative shall, on behalf of the institution, conclude a contract with the Director of the Bio-oriented Technology Research Advancement Institution (BRAIN), National Agriculture and Food Research Organization (hereinafter referred to as the "Director of

BRAIN"), bill and receive commissioned funds under its own name and have the authority, based on this agreement, to request other members the submission of performance reports, and so on.

(Research allotment)

Article 7. The division of responsibility for research by each member shall be as per the attached commissioned research implementation plan.

(Steering committee)

Article 8. The institution shall establish a steering committee consisting of all members, lay down a fiscal year implementation plan based on the contract related to the commissioned research, and deliberate the settlement of accounts for the smooth implementation of the commissioned research.

(Conducting research by members)

Article 9. The members shall carry out the research for which they are responsible in accordance with the fiscal year implementation plan.

(Allocation of commissioned funds)

Article 10. The members shall receive an allocation of commissioned funds for the research they are responsible for.

2. The maximum amount and the breakdown of the amount of commissioned funds allocated to each member as stipulated in the preceding paragraph shall be determined in the fiscal year implementation plan.

(Performance report)

Article 11. Every fiscal year, when the research they responsible for is completed, the members shall prepare a performance report stating the results and submit it to the representative.

(Inspection)

Article 12. Upon receipt of the performance report prescribed in the preceding article, the representative shall conduct an inspection without delay to see if the content of the report conforms to the content of the fiscal year project implementation plan. If necessary, the representative shall make the member submit other relevant documents or shall conduct an on-site inspection.

(Fixation of allocation amount of commissioned funds)

Article 13. As a result of the inspection stipulated in the preceding article, when the representative finds that the content of the project implemented by the member conforms to the content of the fiscal year project implementation plan, the representative shall determine the amount of the commissioned funds to be distributed to the member and notify it to the member.

2. The fixed amount of the consignment expenses in the preceding paragraph shall be the lower of the actual amount of expenses required for the commissioned research

shared by each member or the maximum amount of allocation prescribed in Article 10, paragraph 2.

(Payment of commissioned fund)

Article 14. The representative shall make payment within 30 days from the date of receipt of a legal invoice from the member after the allocation amount of the commissioned funds has been determined in accordance with the provisions of the preceding article.

2. Notwithstanding the provisions of the preceding paragraph, when a member wishes to receive the necessary expenses before completing the commissioned research for which they are responsible, they may request an approximate payment, and the representative can pay for this if deem it appropriate.

3. When requesting the commissioned funds under the provisions of the preceding two paragraphs, members shall submit an invoice to the representative.

(Refund of overpaid amount)

Article 15. If the commissioned funds already paid exceeds the determined allocation amount of the commissioned funds in Article 13, paragraph 1, the member shall return the excess amount according to the instructions of the representative

(Cancellation of Commissioned Research, etc.)

Article 16 When it becomes difficult for a member to carry out the commissioned research for which the member is responsible due to natural disasters or other unavoidable reasons, the member shall submit an application for suspension (abolition) of the commissioned research to the representative, and the representative shall change the contract regarding the commissioned research after consultation with BRAIN.

2. When changing the contract pursuant to the provisions of the preceding paragraph, the settlement shall be made with the provisions of the preceding three articles being applicable mutatis mutandis.

(Approval of Plan Change)

Article 17. Except for the cases stipulated in the preceding article, when a member intends to change the content of the commissioned research for which the member is responsible stated in the commissioned research implementation plan or the breakdown of expenses stated in the same, the member must submit an application for approval of changes to the commissioned research implementation plan to the representative and receive its approval. However, this does not apply to the diversion of expenses between the items of expenses listed in the category column of the expenditure section of the income and expenditure budget of the commissioned research implementation plan (excluding diversion from direct expenses to indirect expenses).

(Goods management)

Article 18. The members must manage the goods purchased for commissioned research with the care of a good manager.

2. After the commissioned research is completed, if the representative designates the goods that need to be returned among the goods prescribed in the preceding paragraph, the member shall return the goods according to the representative's instructions.

(Account books, and others)

Article 19. The members must prepare account books and put them in order for the expenses required for the research for which they are responsible and must clearly classify and make accounting for them separately from the expenses of other projects.

2. Members shall record the income and expenditure of commissioned funds in the account books related to commissioned funds each time the income and expenditure are concerned.

3. The member shall, for five years from April 1st of the following fiscal year after the completion of the commissioned research, put in order and store the documentary evidence or evidence (hereinafter referred to as the "documentary evidence, and others") to certify the payment results of the commissioned funds to be described both in the account book in the preceding paragraph and the performance report.

4. When preparing and submitting a performance report, the member must describe the actual amount of the commissioned funds paid that has been sufficiently checked against the account books and the documentary evidence, and others.

5. If the representative recognizes that a member violates any of the provisions of the preceding paragraphs or otherwise inappropriately made accounting for the commissioned funds, the member shall not be able to receive the allocation of the commissioned funds related to the relevant violation, and if the member has already received the allocation, the member must return the relevant amount according to the instructions of the representative.

(Travel Expenses, Personnel Expenses and Wages)

Article 20. Regarding the payment of travel expenses, personnel expenses and wages from the commissioned funds, members shall be limited to the business trips or project works that are directly related to the commissioned research.

2. If the representative recognizes that a member inappropriately made accounting for the commissioned funds which violates the provisions of the preceding paragraph, the member shall not be able to receive the allocation of the commissioned funds related to the relevant violation, and if the member has already received the allocation, the member must return the relevant amount according to the instructions of the representative.

(Attribution of Intellectual Property Rights)

Article 21. Of the following rights, and others (hereinafter referred to as the "intellectual property rights") related to the research results regarding this commissioned research, those that Director of BRAIN will not inherit based on the contract on the commissioned research shall belong to the member who contributed to the generation of the intellectual property right. Then, the intellectual property rights generated by the joint research between the members shall be shared by the members who participated in it, and their shares shall be discussed and decided (*) by the members according to the degree of contribution to the generation of the intellectual property rights.

- (i) Patent right stipulated by the Patent Act (Act No. 121 of 1959) (hereinafter referred to as "patent right"), the right to obtain a patent stipulated by the Patent Act, utility model right stipulated by the Utility Model Act (Act No. 123 of 1959) (hereinafter referred to as "utility model right"), the right to the registration of a utility model stipulated by the Utility Model Act, design right stipulated by the Design Act (Act No. 125 of 1959) (hereinafter referred to as "design right"), the right to the registration of a design stipulated by the Design Act, layout-design exploitation right stipulated by the Act on the Circuit Layout of a Semiconductor Integrated Circuits (Act No. 43 of 1985) (hereinafter referred to as "layout-design exploitation right"), the right to the registration of the establishment of a layout-design exploitation right, breeder's right stipulated by the Plant Variety Protection and Seed Act (Act No. 83 of 1998), and status of receiving variety registration or rights equivalent to the above rights in foreign countries (hereinafter collectively referred to as "industrial property rights, and others")
 - (ii) Copyrights (including all rights stipulated in Articles 21 to 28 of the Copyright Act (Act No. 48 of 1970)) and rights equivalent to the above rights in foreign countries
 - (iii) Among technical and business information useful for business activities, those that are managed as secrets and are not publicly known, and are regarding rights protected under the Unfair Competition Prevention Law (Law No. 47 of 1993)
2. If results accompanying intellectual property rights related to this commissioned project are obtained, the member shall notify the representative to that effect without delay before filing an application or petition for intellectual property rights (hereinafter referred to as "application, and others").

(*It is also possible to clearly indicate that the ownership is determined according to the contribution ratio related to the generation of intellectual property rights.)

(Application, and others)

Article 22. Any application for intellectual property rights to be generated from the preceding article shall be filed by the member who contributed to its generation, and the expenses required for such application shall be borne by the said member.

2. Of the intellectual property rights in the preceding paragraph, those to be generated by the joint research between the members shall be filed an application for the intellectual property rights based on the consultation and decision (*1) between members who share the rights (hereinafter referred to as "intellectual property co-ownership members"), and the costs required for the application, and others shall be discussed among the intellectual property co-ownership members and the share of the burden shall be determined (*2).

3. When an application for intellectual property rights, and others is filed according to paragraphs 1 and 2, it shall be reported to the representative without delay.

(*1 The subjects to be discussed and decided are assumed to be pros and cons of the application, the right holder, the person who will carry out the procedure (whether a specific person will do it all at once, or not), and others.
 *2 It is also possible to specify in advance in this agreement that the decision will be made based on the "ownership ratio" or "fifty-fifty", or others.)

(Maintenance management)

Article 23. The provisions of paragraphs 1 and 2 of the preceding article shall apply mutatis mutandis to the costs required for the procedures related to the maintenance and management of intellectual property rights and the such maintenance and management.

(Equity transfer)

Article 24. When one of the intellectual property co-ownership members intends to transfer its share to a third party other than another intellectual property co-ownership members, the written consent of the other intellectual property co-ownership members and the representative must be obtained.

2. One of the intellectual property co-ownership members who is the transferor shall, upon obtaining the consent of the other intellectual property co-ownership members pursuant to the preceding paragraph, succeed to the transferee the rights and obligations pertaining to the relevant equity and notify other intellectual property co-ownership members and the representative in writing of this. If the assignee fails to fulfill these rights and obligations, the assignor shall be jointly and severally liable with the assignee.

(Licensing to third parties)

Article 25. Regarding the intellectual property rights generated by the commissioned research, if a third party other than the member who owns the rights wishes to license, the relevant member shall receive the license application.

2. Regarding the intellectual property rights in the preceding paragraph that arise from joint research reciprocally conducted by members, if a third party other than the intellectual property co-ownership members wishes to license, the intellectual property co-ownership members shall receive the license application. In this case, the intellectual property co-ownership members who receive the application shall report to the other intellectual property co-ownership members to that effect, and the approval or disapproval and the conditions of the permission shall be determined after consultation among all the intellectual property co-ownership members.

3. The royalties collected when granting the license under paragraph 1 shall belong to the member who has the right. In addition, the royalties collected when granting the license under Paragraph 2 shall belong to the intellectual property co-ownership members, and the distribution thereof shall be decided upon consultation among the intellectual property co-ownership members (*).

(*It is also possible to clearly indicate that it shall be determined by the "ownership ratio" and others.)

(Self-implementation)

Article 26 Regarding intellectual property rights arising from joint research between members, when any of the intellectual property co-ownership members tries to implement it himself, a jointly signed implement contract which determined the payment of the license fee and others shall be concluded with the other intellectual property co-ownership members.

(Abandonment of equity interest)

Article 27. When one of the intellectual property co-ownership members intends to abandon his/her own equity, he/she shall notify the other intellectual property co-ownership members in advance in writing.

2. If one of the intellectual property co-ownership members abandons his/her share pursuant to the preceding paragraph, the relevant share of ownership shall be succeeded to by other intellectual property co-ownership members free of charge according to their degree of contribution.

(Invention compensation on joint research)

Article 28. Intellectual property co-ownership members shall compensate, based on their own provisions, compensation only to their respective workers as those who have contributed to the generation of intellectual property rights.

(Conclusion of Joint application agreement)

Article 29 When the intellectual property co-ownership members jointly file an application, and others, in Article 22, paragraph 2, a joint application contract including the contents of Article 21 to the preceding article shall be concluded among the intellectual property co-ownership members in advance.

*If you do not prepare a separate "intellectual property agreement", add the items and contents to be included in the "Regarding the creation of an intellectual property agreement and acquisition policy of intellectual property rights for commissioned project carried out by BRAIN" (Administrative Notification of February 2019).

(Confidentiality)

Article 30. Members shall keep confidential any job-related secret that they have come to know regarding this research project to third parties, regardless of the contract period for the project. However, this does not apply to information that falls under any of the items.

(i) Information that can be proved to have already been possessed by a member at the time of acquisition

(ii) Information that has become publicly known after being acquired, regardless of the member's fault

(iii) Information that can be proven to have been lawfully obtained from a third party with legitimate authority without confidentiality

(iv) Information that can be proven to have been independently developed by the member

(v) Literary works with the consent of the Director of BRAIN through prior consultation based on the provisions of the commissioned contract agreement, secondary works thereof, and other information with the prior consent of the Director of BRAIN

2. Members must make their own employees regarding this research project also comply with the confidentiality obligations set forth in the preceding paragraph.

(Publication of results)

Article 31. When members intend to publish their own research results to the outside, they shall send the contents in writing to other members and the representative by XX days before the publication.

2. A member who believes that the publication of research results containing the content of the preceding paragraph will harm or may harm profits shall, within XX days after receiving the document, after clarifying the reason, it shall be sent in writing to the members who wish to publish the research results and the representative.

3. The representative shall consider reasonable measures regarding the publication of the results together with these members.

(Transaction financial institution)

Article 32. The institution's transaction financial institution shall be XX Bank, and transactions shall be made through a deposit account established in the name of the representative.

(Compliance with commissioned contract)

Article 33. Members shall take necessary measures, such as carrying out prescribed procedures, to fulfill the obligations imposed on the institution in the commissioned contract concluded between the representative and the Director of BRAIN.

2. If a member does not take the measures prescribed in the preceding paragraph, or if there is malice or gross negligence in carrying out the commissioned research, the member shall be responsible for compensation to damages caused to the institution or other members thereof.

(Report of accidents)

Article 34. If an accident that may affect the human body, such as the loss or scattering of poisonous substances, and others, in the commissioned research, members must immediately report the details to the representative.

(Matters not stipulated in the agreement)

Article 35 Matters not stipulated in this Agreement shall be determined by the steering committee.

To certify the conclusion of this agreement, XX copies of the agreement will be created, and the representative and each member other than the representative shall sign and seal the all and two of them, respectively, and shall hold one copy each with their own signature

Year XX / month XX / day XX enacted

Director, National Research and Development Agency XXX Research Institute (Seal)

President, National University Corporation XXX University (Seal)

Director, XXX Prefecture XXX Research Institute (Seal)

President, XXX Co., Ltd. (Seal)

(Attachment) Commissioned research implementation plan

1 General plan

Research item	Fiscal year	Fiscal year	Fiscal year
1. Development of XX technology	(XX Research Institute,	XXX University)	
(1) Elucidation of XX	(XX Research Institute,	XX Research Institute)	
(2) Systemization of XX technology			
2. Development of XX	(XXX University)		
(1) Elucidation of XX	(XX Research Institute,	XXX Co., Ltd.)	
(2) Development of XX	(XX Research Institute)		
(3) Creation of manual		(XX Research Institute)	

2 Work allotment plan

Name of member	Assignment content	Researcher in charge
XXX Research Institute	XXX, XXX out of XXX	XX XX
XXX University	XXX, XXX out of XXX	XX XX
XXX Research Institute	XXX, XXX out of XXX	XX XX
XXX Co., Ltd.	XXX out of XXX	XX XX