

(Annex 7)

**Moonshot Research and Development Program for Agriculture,
Forestry and Fisheries
(Name of the project)
Intellectual Property Rights Agreement (draft) (example)**

(Purposes)

Article 1. This agreement shall set forth the provisions for the treatment of intellectual property necessary for the implementation of the “Moonshot Research and Development Program for Agriculture, Forestry and Fisheries (Name of the project)” (hereinafter referred to as the “Research Plan”) and the use of its results to facilitate the smooth implementation of the Research Plan and the efficient use of its results in project activities.

(Definitions)

Article 2. The following terms used in this agreement shall be defined as follows:

- i. “Invention, and others” shall include:
 - a. Inventions
 - b. Ideas
 - c. Creation of a design
 - d. Creation of a circuit layout as specified in Article 2, Paragraph 2 of the Act on the Circuit Layout of a Semiconductor Integrated Circuits (Act No. 43 of 1985)
 - e. Breeding of varieties specified in Article 2, Paragraph 2 of the Plant Variety Protection and Seed Act (Act No. 83 of 1998)
 - f. Creation of a copyrighted work
 - g. Development of privileged technical information of property value (hereinafter referred to as “know-how”)
- ii. “Inventors, and others” shall refer to those who have developed inventions, and others.
- iii. “Intellectual property rights” shall include:
 - a. Patent right, the right to obtain a patent, utility model right, the right to the registration of a utility model, design right, the right to the registration of a design, layout-design exploitation right, the right to the registration of the establishment of a layout-design exploitation right, breeder’s right, the status to the registration of a breed specified in Article 3 of the Plant Variety Protection and Seed Act (Act No. 83 of 1998), and rights and status equivalent to the above rights and status in foreign countries (hereinafter collectively referred to as “Industrial Property Rights”).

- b. 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 (hereinafter collectively referred to as "Copyrights").
- c. The right to use know-how
- iv. The "exercise" of intellectual property rights refers to the actions specified in Article 2, Paragraph 3 of the Patent Act (Act No. 121 of 1959), Article 2, Paragraph 3 of the Utility Model Act (Act No. 123 of 1959), Article 2, Paragraph 3 of the Design Act (Act No. 125 of 1959), Article 2, Paragraph 3 of the Act on the Circuit Layout of a Semiconductor Integrated Circuits, and Article 2, Paragraph 5 of the Plant Variety Protection and Seed Act, and the use of copyrighted works and know-how under all the rights set forth in Articles 21 to 28 of the Copyright Act,
- v. "Consortium members" shall refer to those listed in Annex who implement the Research Plan.
- vi. "Researchers and developers" shall refer to those engaged in research and development conducted under the Research Plan.

(XX Consortium Intellectual Property Steering Committee)

Article 3. The XX Consortium Intellectual Property Steering Committee shall be established to manage intellectual property under the Research Plan in an appropriate manner.

2. The XX Consortium Intellectual Property Steering Committee shall be chaired by the Project Manager and shall consist of joint research institutions related to intellectual property rights subject to consultation. If necessary, external experts may also join if they agree to comply with the provisions of confidentiality in this agreement.
3. The XX Consortium Intellectual Property Steering Committee shall be responsible for the application for and maintenance of intellectual property, the treatment of know-how, and the determination of policies on the granting of rights such as concealment in the Research Plan, as well as the coordination of policies on the use of intellectual property and that of licensing intellectual property rights.
4. The deliberations, voting method, members and other matters concerning operation of the XX Consortium Intellectual Property Management Committee shall be determined separately.

(Confidentiality)

Article 4. Consortium members shall keep confidential any technical information disclosed by other consortium members (including their researchers and developers) regarding the Research Plan and clearly indicated as confidential upon disclosure and shall not disclose or divulge such information to any third party other than researchers and developers without the consent of the party disclosing

the information. Consortium members to whom information is disclosed shall not use such information for any purpose other than the implementation of the Research Plan. Provided, however, that this shall not apply when the consortium members to whom information is disclosed are able to prove that the disclosed information falls under any of the following:

- i. Information that is already publicly known when disclosed
 - ii. Information that has been rightfully in the possession of the disclosed party when disclosed
 - iii. Information that becomes publicly known after being disclosed due to grounds not attributable to the disclosed party
 - iv. Information disclosed by a third party with legitimate rights without any obligation of confidentiality after being disclosed
 - v. Information that is independently obtained or created by the disclosed party without relying on the disclosed information
2. Consortium members shall ensure that their researchers and developers comply with the same obligations as those stipulated in this and the next article, including after they cease to be their researchers and developers.
 3. In addition to the provisions set forth in the preceding two paragraphs, measures necessary to prevent breach of confidence and leakage of technical information under the Research Plan shall be determined by the XX Consortium Intellectual Property Steering Committee.

(Prior approval for disclosure of the results of the Research Plan to third parties)

Article 5. Consortium members shall not disclose or divulge the results obtained through the implementation of the Research Plan to any third party other than consortium members without the approval of the Intellectual Property Steering Committee and the BRAIN.

(Procedures for Communication of the Results of Inventions, and Others and Determination of the Policy on Acquisition of Rights, and Others)

Article 6. Consortium members shall, when their researchers and developers create inventions, and others because of the implementation of the Research Plan, immediately report the inventors, and others and the results of the inventions, and others to the XX Consortium Intellectual Property Steering Committee.

2. Upon receipt a communication specified in the preceding paragraph, the XX Consortium Intellectual Property Steering Committee shall, in accordance with separately established managerial regulations for the XX Consortium Intellectual Property Steering Committee, evaluate the necessity of making the results of the inventions, and others patentable or privileged by filing an application, and deliberate and determine the country to which the application is filed if patentable and the duration of the concealment if privileged.

(Acquisition of Patents by Filing Applications)

Article 7. When consortium members acquire a patent for the results of the Research Project by filing an application, they shall, in principle, do so in countries where it is deemed necessary to acquire the patent, taking into account the size of the market and the situation of the competition with other companies, if such results are expected to be developed in overseas markets.

2. The XX Consortium Intellectual Property Steering Committee may, upon consultation with consortium members, assign other consortium members the right to file an application in a country where a consortium member has decided not to acquire a patent by filing an application.
3. In principle, expenses required for the process from application to registration of the results of the Research Project shall be covered by commission expenses, and other expenses including maintenance and management shall be borne by the applicant.

(Ownership of Intellectual Property Rights Obtained through the Implementation of the Research Project)

Article 8. Intellectual property rights obtained through the implementation of the Research Project (hereinafter referred to as "Foreground IP") shall be vested in the members of the consortium to which the inventors, and others belong in accordance with the Regulations for Employee Inventions, and others.

2. When there are two or more consortium members to which the inventors, and others belong, the share of each consortium member shall be determined upon consultation between the consortium members concerned.

(Note) In case of foreign institutions, and others, intellectual property rights shall, in principle, be shared between BRAIN and the foreign institutions, and others, and at least 50% of the total equity of the relevant trustees and the BRAIN shall be vested in the BRAIN.

(Treatment of Shared foreground IP)

Article 9. Consortium members shall be able to self-implement foreground IP shared with other consortium members without any charge.

(Licensing of Intellectual Property Rights)

Article 10. The consortium members shall not exercise their own intellectual property rights (including intellectual property rights other than Foreground IP; the same shall apply hereinafter in this Article) against the research and development activities of other consortium members under the Research Plan during the commission period and shall cooperate in the smooth implementation

of the Research Plan. Provided, however, this shall not apply when there is a separate agreement between consortium members including paid licensing.

2. The provisions of the preceding paragraph shall not obligate consortium members to disclose their know-how to other consortium members.

(Succession of Obligations to Transferees of Foreground IP)

Article 11. When consortium members transfer foreground IP, they shall ensure that the transferees of the relevant intellectual property rights perform the obligations imposed under Articles 7 to the present Article.

(Treatment of Consortium Members Withdrawing from the Research Plan)

Article 12. Consortium members shall assume the obligations imposed on them under this agreement even if they leave from the consortium.

(Discussions)

Article 13. When any doubt arises in the interpretation of this agreement or any other matters or matters not included in this agreement need to be specified, such matters shall be deliberated and determined by the XX Consortium Intellectual Property Steering Committee.

(Revision of this agreement)

Article 14. The XX Consortium Intellectual Property Steering Committee shall be able to revise this agreement with the consent of all consortium members.

2. The XX Consortium Intellectual Property Steering Committee shall notify the Bio-oriented Technology Research Advancement Institution (BRAIN), National Agriculture and Food Research Organization (hereinafter referred to as the "BRAIN") prior to any revision of this agreement.

(Term of Validity and Remaining Provisions)

Article 15. This agreement shall become effective on DD/MM/YYYY and shall remain in effect for X years after the termination of the project period.

2. Notwithstanding the provisions of the preceding paragraph, the provisions of Article 4 shall be effective during the period of confidentiality specified by the party disclosing information, and the provisions of Articles 7 to 12 shall be effective for persisting Foreground IP for the duration of Foreground IP rights.

(Relationship between this Agreement and Other Contract Documents)

Article 16. Notwithstanding the provisions of the preceding paragraph, if any inconsistency arises between this agreement and the BRAIN-commissioned test and research contract concluded between the research institute representing the consortium in which relevant organizations participates and the BRAIN (hereinafter

referred to as the “BRAIN-commissioned test and research contract”) to implement the Research Plan, the provisions of the BRAIN-commissioned test and research contract specifying the treatment of intellectual property and confidentiality shall prevail.

As proof of the validity of this agreement, XX copies of this document shall be prepared and each consortium member as a participant in research shall sign them and hold one copy each.

DD/MM/20YY

(Address)

(Corporate name)

(Representative name) Signature:

(Address)

(Corporate name)

(Representative name) Signature:

* If the intellectual property rights agreement is not created as a single document such as by incorporating it into the consortium terms and condition, and so on, above-mentioned addresses, corporate names, names of representatives, and signatures of the consortium members are not necessary.