

### Joint Research Contract (Example)

The National Institute of Information and Communications Technology (“A”) and (enter the name of the institution applying for the research) (“B”) have entered into this Joint Research Contract (hereinafter referred to as “Contract”) on the following terms and conditions:

#### <Article 1> Purpose and Subjects of Research

A and B shall conduct research on the subjects described in the attached Research Plan (hereinafter referred to as “Project Themes”) by using telecommunications circuits of the JGN2 network provided by A for the purpose of significantly improving communications and broadcasting technology.

#### <Article 2> Definitions

The following terms in this Contract shall be defined as follows:

- (1) “Invention or Idea” shall mean an invention as defined in Article 2 Section 1 of the Patent Law (1959 Law No.121), an idea as defined in Article 2 Section 1 of the New Utility Model Law (1959 Law No.123), design as defined in Article 2 Section 1 of the Design Law (1959 Law No. 125), or trademark as defined in Article 1 Section 2 of the Trade Mark Law (1959 Law No.127).
- (2) “Industrial Property Right” shall mean any patent right, utility model right, design right or trademark right granted in Japan and foreign countries.
- (3) “Right to Obtain Industrial Property Right” shall mean the right to obtain a patent in Japan or in any foreign country, the right to register a utility model, the right to register a design or the right that arises from the application for registration of a trademark.
- (4) “Industrial Property Right, etc.” shall mean Industrial Property Right as defined in paragraph (2) and the Right to Obtain Industrial Property Right as defined in the preceding paragraph.

#### <Article 3> Place of Research

The joint research under this Contract ("Joint Research") shall be carried out in the following place(s):

Location of B's premises and other places as necessary

#### <Article 4> Research Term

1. The term of the Joint Research shall commence on the conclusion date of this Contract and shall end on the last day (March 31) of the fiscal year in which this Contract was concluded.
2. This Contract shall be extended for a period of one (1) year each time unless either A or B notifies the other in writing of the intention to terminate at least one (1) month prior to the expiration of this Contract or any extension hereof; provided, however, that A may be exempted from notifying its intention to terminate in writing if A publicly announces for the purpose of making widely known the fact that A will discontinue its service of providing telecommunications circuits of the JGN2 network by an electromagnetic method at least six (6) months prior to the expiration of this Contract.

#### <Article 5> Electromagnetic Method

An electromagnetic method referred to in Article 4 shall mean any of the following methods:

- (1) A method of using an electronic information processing system which connects the computer used by A and B via telecommunications circuit, whereby information is transmitted via such telecommunications circuit and such information is recorded on the files stored in the computer used by B; or
- (2) A method of providing information recorded on the files stored in the computer used by A for public access via telecommunications circuits.

#### <Article 6> Researcher

B shall have those researchers whose names are listed on the attached Research Plan participate in the Joint Research on each of the Project Themes defined in Article 1

<Article 7> Equipment

1. A shall provide telecommunications circuits of the JGN2 network and a connecting device to be installed in the place specified in the attached Project Plan referred to in Article 1 for the Joint Research, and B shall bear all other expenses incurred in connection with the Joint Research and shall provide all other necessary research equipment.
2. The right to any property or material acquired for conducting the Joint Research shall belong to the party who bears the expenses thereof.

<Article 8> Addition to, Change in or Cancellation of Research Subjects

If B makes a request for addition to, change in, or partial cancellation of any Project Theme defined in Article 1 in the form designated by A, A shall examine the content of such request in a prompt manner and notify B of approval or disapproval thereof in writing.

<Article 9> Research Term in the Event of Addition to, Change in or Cancellation of Research Subjects

If A gives approval under the preceding article, this Contract shall be considered to have been renewed on the date of such approval. In this case, the term of the Joint Research shall commence on the date of such renewal and end on the last day (March 31) of the fiscal year in which such renewal occurred.

In this case, the provision of Article 4 Section 2 shall apply continuously.

<Article 10> Compensation for Damage

1. B shall be liable for compensation for any A's damage due to B's intentional act or material negligence in the course of conducting the Joint Research.
2. A shall not be liable for any damage incurred by B in connection with the utilization of the telecommunications circuits of the JGN2 network.

<Article 11> Compliance with Terms of Utilization

1. B shall comply with “Terms of Utilization of the JGN2 network” which are separately prescribed by A when utilizing the telecommunications circuits of the JPN II network for the conduct of the Joint Research.
2. A may terminate this Contract if B fails to comply with “Terms of Utilization of the JGN2 network” without compensating B for any damage incurred by B due to such termination.

<Article 12> Application for Industrial Property Right

Application for Industrial Property Right in any invention or idea developed as a result of the Joint Research shall be filed in the following manner.

1. If either A or B intends to apply for an Industrial Property Right in any invention or idea developed independently by the researchers belonging thereto, such party shall confirm, in advance, with the other party that such Invention or Idea has been developed independently.
2. A and B may jointly apply for an Industrial Property Right in any invention or idea jointly developed by the researchers belonging to A and the researchers belonging to B after entering into a separate Joint Application Contract setting out the shares of A, A’s researchers (including those who have left A after the date on which such invention or idea was developed) and B in the ownership of the Industrial Property Right, etc. in such invention or idea (hereinafter referred to as “Shared Industrial Property Right, etc.”).
3. In applying the provisions of Item-2 to a case where a researcher belonging to A on loan from a third party under an Industry-Academia-Government Joint Research and Development Contract between A and such party has assigned part of the Shared Industrial Property Right, etc. to such other party of such contract, the other party of such contract shall be a joint applicant for such Shared Property Right, etc. on behalf of such researcher.

#### <Article 13> Grant of Priority Right

1. A may grant B and the person designated by B a priority right to use any invention or idea in which the Industrial Property Right, etc. is exclusively owned by A and researchers belonging to A (or the institution that loaned such researcher in the case where such researcher has assigned his/her share in such Industrial Property Right, etc. to such institution) for a period not exceeding five (5) years from the date of completion of the Joint Research.
2. B may grant the person designated by A a priority right to use any invention or idea in which the Industrial Property Right, etc. is exclusively owned by B for a period not exceeding five (5) years from the date of completion of the Joint Research.
3. A and B may grant the person designated by A and the person designated by B a priority right to use any invention or idea subject to Shared Industrial Property Right, etc. for a period not exceeding five (5) years from the date of completion of the Joint Research.

#### <Article 14> Grant of Right to Third Parties

If A has granted a priority right to B or the person designated by B in accordance with the provisions of paragraphs (1) and (3) of the preceding article, and B or such person designated by B has not used such invention or idea in the second year and after during the term of such right without good reason, or if it is deemed extremely detrimental to the public interest to grant such person a priority right to use such invention or idea, A may allow a person other than B or such person designated by B (hereinafter referred to as “Third Party”) to use such invention or idea, provided, however, that A shall obtain consent from B prior to allowing any person to use any invention or idea described in paragraph (3) of the preceding article.

#### <Article 15> Royalties

Royalties for Industrial Property Right shall be paid as follows:

1. If A allows B or any person designated by B to use any invention or idea subject to any Industrial

2. If B allows any person designated by A to use any invention or idea subject to any Industrial Property Right, etc. (excluding Shared Industrial Property Right, etc.) succeeded by B, B shall collect a royalty in proportion to B's share in the ownership of such Industrial Property Right, etc.

1. The results of the Joint Research shall be made public in principle. The timing and the method of such publication shall be determined upon consultation between A and B.
2. B shall report to A on the progress and result of the Joint Research as requested by A.

In Witness Hereof, A and B have concluded this Contract in duplicate, with both parties retaining one copy respectively.

A: The National Institute of Information and Communication Technology  
4-2-1, Nukuii-Kitamachi, Koganei, Tokyo

By: \_\_\_\_\_, President seal

39