

※ このサンプルは現在も修正作業中でありますので、実際の契約に使う場合には電気通信大学知的財産本部までご連絡ください。

電気通信大学英文共同研究契約書サンプル

COLLABORATIVE RESEARCH AGREEMENT (sample)

THIS AGREEMENT, made and entered into the [DAY] day of [MONTH], [YEAR] by and between National University Corporation , The University of Electro-Communications (“UEC”) and [] ,a [state of incorporation] corporation having its principal place of business at [] (“Collaborator”).

WHEREAS, UEC and Collaborator are interested in collaborating on certain research work and are willing to have certain scientists and technicians directly collaborate;

WHEREAS, the performance of collaborative research is consistent with the instructional, scholarship and research objectives of UEC;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, UEC and Collaborator agree as follows:

1.DEFINITIONS

- 1.1. “Research Program” means the research program set forth in Section 2.1.
- 1.2. “Research Materials” means those experimental materials one party may provide the other in connection with and as stated in the Research Program.
- 1.3. “Inventions” means any invention, discovery, work of authorship, software, information or data, that is conceived, discovered and reduced to practice in performance of the Research Program.
- 1.4. “Intellectual Property Rights” means the rights directly associated with and

appurtenant to the ownership of intellectual property in Inventions in any form, including rights granted with the ownership of, patents, utility patents, design patents, trademarks, mask works, protectable plant varieties and plant materials and their equivalents in all other jurisdictions. Intellectual Property Rights also includes copyrights for copyrightable computer program works and database works and their equivalents in all other jurisdictions, and the rights to use Know-How.

1.5. “Know-How” means the technical information those especially designated by the parties in accordance with Section 6.6, including a formula, pattern, compilation, program device, method, technique, or process, that derives independent economic value, actual or potential, from no being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

1.6. “Results” means all results arising out of or relating to the Collaborative Research, including, but not limited to, any Inventions and Know-How, materials, computer programs and databases, processes, and anything else otherwise protectable with Intellectual Property Rights.

1.7. “Exercise” means with respect to Intellectual Property Rights, any activity which, but for a valid right to engage in such activity, would give rise to liability for infringement of the Intellectual Property Rights in question; and practicing of Know-How.

1.8. “Exclusive License” means exclusive rights that cannot be Exercised by a third party, also cannot be Exercised for commercial purposes by UEC and Collaborator, without approval of the licensee. The owner(s) of Intellectual Property Rights who granted Exclusive License cannot grant license to any third party. When granting Exclusive License to Collaborator as to Intellectual Property Rights solely owned by UEC, such may be rights with sublicensing rights upon an agreement between the parties.

1.9. “Researchers” means persons who are affiliated with either UEC or Collaborator and are engaged in the Collaborative Research, and persons as indicated in the Schedule 1 attached to this Agreement, and to which Section 2.3 hereof is applicable.

1.10. “Research Adjuncts” means persons who cooperate in the Collaborative Research, and to which Section 2.4 hereof is applicable.

1.11. “TLO” means a technology licensing organization, as to Intellectual Property Rights jointly owned by the parties and Intellectual Property Rights solely owned by UEC, that does not license by itself but grants or assigns licenses, pursuant to the

subsequent items, and is designated by UEC by the point of time of the relevant grant or assign of license:

- (a) Upon grant of Exclusive License or Nonexclusive License from parties, to grant the license to persons other than UEC;
- (b) When receiving assignment of all or part of the equity owned by UEC, to succeed to the rights and obligations as rights holder relating to the Intellectual Property Rights as prescribed herein from UEC, and to grant license or to assign, etc., the Intellectual Property Rights to persons other than UEC.

2. CONDUCT OF COLLABORATIVE RESEARCH

2.1. Research Program. UEC and Collaborator shall perform the following research in cooperation (the “Collaborative Research”):

- (a) Title of research []
- (b) Purpose of research and contents as described in Exhibit
- (c) Role sharing of research duties as described in Schedule I and Exhibit
- (d) Place for Performance of Research as described in Schedule IV
- (e) Research Materials as described in Schedule V

2.2. Period of Research. Period of research for the Collaborative Research shall be from [MONTH][DAY],[YEAR] to [MONTH][DAY],[YEAR].

2.3. Persons Engaged in the Collaborative Research. UEC and Collaborator shall have the persons as stated in the Schedule I participate individually in the Collaborative Research as Researchers.

2.3.1. When either party is to have a person who belongs to UEC or Collaborator participate in the Collaborative Research newly as Researchers, the name, department and job title and role in the Research of the relevant Researchers shall be reported to the other party in advance in writing.

2.3.2. When Collaborator’s Researchers or Research Adjuncts use the facilities, etc. of UEC, Collaborator shall take necessary measures to follow the instructions, rules and regulations of UEC. Additionally, if the Researchers or Research Adjuncts of Collaborator encounter accident or disaster in the facilities of UEC to which they are dispatched, Collaborator shall cooperate with UEC concerning the handling and investigation after the fact.

2.4. Participation and Cooperation by Research Adjuncts. When either party judges it necessary to obtain participation or cooperation from Research Adjuncts for execution of the Collaborative Research, upon obtaining consent of the other party, Research Adjuncts may participate in the Collaborative Research.

2.5. Restriction of Consignment to a Third Party. Neither party shall consign all or part of the duties of which it is in charge (including cases where both parties are in charge of the same duties) to any third party other than a Research Adjunct without prior written consent of the other party.

2.6. Payment of Research Cost. The parties shall bear the Research Cost as described in Schedule II and Schedule III.

2.6.1. Collaborator shall pay to UEC the Research Cost as described in the division of COLLABORATOR out of the Research Cost as described in Schedule II by the account issued by the UEC Cashier by the due date as prescribed in the relevant account.

2.6.2. If Collaborator fails to pay the Research Cost as in the preceding paragraph by the due date as prescribed in the account as in the preceding paragraph, Collaborator shall pay to UEC the outstanding amount plus the delay damage of 14.6% per year to the amount in accordance with the number of days from the day following the payment due date to the day actual payment is made.

2.7. Provision of Facilities and Equipment. UEC shall provide the facilities and equipment relating to UEC as described in Schedule IV for the use of the Collaborative Research.

2.7.1. UEC may accept the equipment relating to the possession of Collaborator as described in Schedule IV from Collaborator for provision of such to the use of the Collaborative Research, and use such jointly. Costs required for bringing in and installation of the equipment shall be borne by Collaborator.

2.7.2. Collaborator shall manage the equipment brought into the facilities of UEC in accordance with the regulations and rules of UEC.

2.8. Use of Research Materials. Any Research Materials of one party transferred to the other in connection with the Research Program may only be used for the Collaborative Research. Unless the parties agree otherwise, Research Materials are to be considered the "Confidential Information" of the party providing them.

2.9. Suspension of Research or Extension of Period. Due to leave or transfer, etc. of Researchers, or due to Force Majeure such as act of God, impossibility of acquisition of

materials, disorder of device, order by government, etc., if the continuation of research is impossible or suspension of the research temporarily is unavoidable, the party for which the relevant events arise shall notify the other party in writing immediately of the occurrence of the relevant events, and the fact that continuation of the research has become impossible or temporary suspension of the research is unavoidable due to such. In such circumstances, the parties may suspend the Collaborative Research or extend the period of research upon mutual agreement.

2.9.1. In the event there is no mutual agreement as referred to in the preceding paragraph, if the events causing disturbance in the research are not remedied even after the elapse of ninety (90) days after the notification as in the preceding paragraph, either party may terminate this Agreement by written notification to the other party of such.

2.9.2. In the cases as referred to in the preceding two paragraphs, neither party shall be liable for delay or default on performance of obligations to perform the Collaborative Research.

2.10. UEC Purposes; No Guarantee of Results. Collaborator acknowledges that the primary mission of UEC is education and the advancement of knowledge; and, consequently, the Collaborative Research will be performed in a manner best suited to carry out that mission. Specifically, UEC's Researchers will determine the manner of performance of UEC's part in the Research Program and UEC does not represent or warrant that the Collaborative Research will be successful in any way or that any specific results will be obtained.

2.11. Similar Research. Nothing in this Agreement will be construed to limit the freedom of UEC or its Researchers who are participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with parties other than Collaborator.

3. CONFIDENTIAL INFORMATION

3.1. Both parties shall handle the following information (“Confidential Information”) as confidential and, without prior written consent of the other party, shall not provide, disclose or divulge such to any third party, not to use such for purposes other than the Collaborative Research:

(a) Technical or trade information provided or disclosed from the other party relevant to

the Collaborative Research in any form, whether as documentation, photographs or machine readable format(including information processed by computers or information that can be transferred through computers), materials, samples, provided that such is marked “Confidential”, or information orally disclosed and specified as being confidential at the time of disclosure, after which the other party is notified of such in writing within twenty (20) days after disclosure (“Provided Confidential Information”); and

(b) Results.

3.2. Notwithstanding the preceding paragraph, any information which falls within one of the following shall not be Confidential Information:

(a) Information that had been already in the public domain when obtained from the other, or information that has come into the public domain after being obtained from the other party due to reason not attributable to the receiving party;

(b) Information properly obtained from a third party without bearing confidentiality obligations;

(c) Information that had already been obtained at the time when the information was obtained from the other party;

(d) Information that was developed independently not from information obtained from the other, and which fact can be proved in writing; and

(e) Information the disclosure of which is obligatory under the laws or court orders.

4. THE FINAL REPORT

4.1. The parties shall make a final report in mutual cooperation concerning a summary of Results within thirty (30) days from the day following the day of completion of the Collaborative Research.

5. PUBLICATION

5.1. The basic objective of research activities at UEC is the generation of new knowledge and its expeditious dissemination for the public's benefit. Collaborator will provide all reasonable cooperation with UEC in meeting this objective.

5.2. As a matter of basic academic policy, UEC retains the right at its discretion to

publish freely any Results. Researchers of UEC agree to provide Collaborator a copy of any manuscript at the time it is submitted for publication. Collaborator may review the manuscript:

- (a) To ascertain whether Collaborator's Provided Confidential Information would be disclosed by the publication;
- (b) To ascertain whether Know-How would be disclosed by the publication;
- (c) To identify any potentially patentable Inventions so that appropriate steps may be taken by UEC and/or Collaborator to protect such Invention.

Collaborator will provide comments, if any, within twenty (20) days of receipt of manuscript.

5.3. UEC will give Collaborator the option of receiving an acknowledgment in such publication. UEC shall specify that, upon publication, the contents of such were obtained as a result of the Collaborative Research. However, this shall not apply to cases where Collaborator does not desire such.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Report of Inventions. Either party shall promptly report all Inventions to the other party. Neither party shall make any claim to the other party's Sole Invention.

6.2. Ownership of Inventions.

(a) Inventions created only by the Researchers (including Research Adjuncts; the same shall apply from this Section to Section 6.5) of UEC shall be owned by UEC side, and Inventions created only by the Researchers of Collaborator shall be owned by Collaborator (Collectively, "Sole Inventions");

(b) Inventions created jointly by the Researchers of UEC and the Researchers of Collaborator shall be jointly owned by the UEC side and Collaborator ("Joint Inventions"). The share of Inventions and the countries where applications of the patent rights will be made will be determined by discussions between the parties and the applications will be made according to the Joint Application Agreement set forth in 6.4 below.

6.3 First Refusal Right. In case Collaborator wishes to obtain any rights relating to the Sole Inventions held by UEC side, the Collaborator may negotiate with the UEC side on the terms and conditions to obtain such rights, including ownership of, or a license to use the Sole Invention held by UEC. UEC shall negotiate with Collaborator prior to

negotiation with third parties if Collaborator expresses its desire as stated above.

6.4. Joint Application Agreement. The parties shall execute Joint Application Agreement separately in which necessary matters are stipulated such as the share of the parties relating to Intellectual Property Rights in Joint Inventions, bearing of management expenses (expenses to be paid to registration organs such as the Patent Office, and external patent attorneys who are not affiliated with either party, etc., for acquisition and maintenance of the Intellectual Property Rights; “Management Expenses”).

6.5. Application Relevant to the Jointly-owned Intellectual Property Rights. Unless the parties agree in writing otherwise, the application, prosecution, defense and maintenance of all Intellectual Property Rights in Joint Inventions will be conducted jointly in the name of both parties and controlled by them jointly, acting reasonably and in good faith. Notwithstanding the foregoing, in case either party has succeeded the other party’s interest in the Intellectual Property Rights in the Joint Inventions, the application, prosecution, defense and maintenance of said Intellectual Property Rights shall be conducted solely in the name of said party.

6.6. Designation of Know-How. The parties shall promptly engage in good faith negotiations to agree on which portions of Results should be designated as Know-How. In such designation of Know-How, the parties shall determine the period of confidentiality upon consultations and specify said in an agreement separately.

6.7. Management Expenses. The parties shall bear the Management Expenses of the Intellectual Property Rights jointly owned by the parties in accordance with their respective shares. As to the Intellectual Property Rights jointly owned by the parties or solely owned by UEC, if UEC accepts the request of Collaborator for Exclusive License, Collaborator shall bear the entire amount of Management Expenses as to the relevant Intellectual Property Rights until the Exclusive License for Collaborator is terminated.

6.8. Rights in TRP. In the event that the parties elect to establish property rights other than patents to any tangible research property (TRP), including but not limited to biological materials, created jointly by the parties during the course of the Collaborative Research, UEC and Collaborator will determine the disposition of rights to such property by separate agreement. UEC will, at a minimum, reserve the right to use and distribute TRP for non-commercial research purposes.

7. GRANTING OF LICENSES

7.1. Grant of Exclusive License to Collaborator. With respect to Intellectual Property Rights jointly owned by the parties or owned by UEC solely, if UEC accepts the request of Collaborator for Exclusive License, the parties shall execute Exclusive License agreement separately in which necessary matters are stipulated such as terms and conditions, including distribution of the license fee in the case Collaborator grants a Nonexclusive License to a third party.

7.1.1. If Collaborator requests of UEC the extension of the period of Exclusive License, and then if UEC judges that Collaborator actually is Exercising Exclusive License, or is highly likely to Exercise such in the future, and so extension of the period is appropriate, the parties may execute an amendment agreement to extend the relevant period.

7.2. Nonexclusive Exercise of Jointly-owned Intellectual Property Rights by Collaborator. If Collaborator wishes to Exercise the Intellectual Property Rights jointly owned by the parties without grant of Exclusive License, either of the following shall be chosen:

(a) In the event Collaborator pays royalty to UEC, which adequately reflect Collaborator's recognition of the fact that UEC shall Exercise the relevant Intellectual Property Rights only for non-commercial purposes as research and education, as provided in a separate agreement in accordance with the share of UEC:

In such circumstances, UEC and Collaborator may grant Nonexclusive License to third party as to the relevant Intellectual Property Rights pursuant to Section 7.5.1 and 7.5.2.

(b) In the event Collaborator Exercises the relevant jointly-owned Intellectual Property Rights without paying royalty to UEC:

In such circumstances, pursuant to Section 7.5.3., UEC may grant Nonexclusive License of the relevant Intellectual Property, to third party, and Collaborator must agree to such.

7.3. Collaborator shall choose any one of the means as referred to in Section 7.1 and the respective items of Section 7.2 by the time of the execution of a Joint Application Agreement, and the parties shall stipulate such in the Joint Application Agreement.

7.4. Use of TLO. Collaborator shall agree to the use of TLO to grant Intellectual Property Rights jointly owned by the parties on behalf of UEC. Collaborator shall agree to the fact that the rights owned by UEC as title holder and obligations borne by UEC as obligator relating to the Intellectual Property Rights as stipulated in this Agreement will be Exercised or performed in place of UEC by the relevant technology licensing

agreement.

7.4.1. Collaborator shall agree by this Agreement to the fact that UEC will disclose or provide Results to the TLO for the purpose of using the TLO. In this case, UEC shall impose on the TLO confidentiality obligations of a level equivalent to those UEC bears in this Collaborative Research Agreement.

7.5. Grant of License etc. to a Third Party. When either party is to assign or establish a pledge or grant a license to a third party as for its share of the Intellectual Property Rights jointly owned by the parties, the party shall obtain written consent from the other party in advance. Provided, however, that concerning the Intellectual Property Rights jointly owned by the parties and of which Exclusive License is owned by Collaborator, Collaborator alone may grant Nonexclusive License to a third party, and UEC shall, except for in cases where the conditions for the relevant grant is unreasonable (which means cases where the license fee is unreasonably low in the light of license agreements for similar types of Intellectual Property Rights, or where the license period is unreasonably long, .), consent to the grant of Nonexclusive License to a third party. Additionally, when establishing or granting the license or assigning the share of UEC to the TLO, such shall be in accordance with Section 7.4.

7.5.1. Concerning the Intellectual Property Rights jointly owned by the parties, if it is stipulated in the Joint Application Agreement that Section 7.2, Item (a) will be applicable, when either party is to grant Nonexclusive License to a third party the relevant Intellectual Property Rights, the party shall disclose to the other party in advance in writing the relevant third party to which such is granted, the scope and conditions of licensing and request consent. Note that the party of which consent is requested must give consent except for in cases where the conditions of the relevant grant are unreasonable (this means the cases as set forth in Section 7.5).

7.5.2. License fees in the case license is granted to a third party pursuant to the preceding paragraph, in accordance with the shares of UEC and Collaborator relating to the Intellectual Property Rights, shall be distributed respectively.

7.5.3. Concerning Intellectual Property Rights jointly owned by the parties, if the fact is stipulated that Section 7.2, Item (b), is applicable in the Joint Application Agreement, when UEC requests consent from Collaborator pursuant to Section 7.5 as to grant of Nonexclusive License to a third party the relevant Intellectual Property Rights, Collaborator shall consent to such. As for the license fees from third parties shall be

received solely by UEC, not distributed to Collaborator.

7.6. Reserve the Right to Grant License to Practice Non-commercial Research. Concerning Intellectual Property Rights solely owned by UEC which Exclusive License is owned by Collaborator and Intellectual Property Rights jointly owned by the parties, to the extent that Research Program has been partially funded by the Japanese government, UEC will reserve the right to grant Nonexclusive License only to practice non-commercial research to universities, colleges, institutes, and other public research institutes in Japan.

8. REPRESENTATIONS AND WARRANTIES

8.1. NO WARRANTIES. COLLABORATOR ACKNOWLEDGES AND AGREES THAT UEC IS AN ACADEMIC RESEARCH INSTITUTION AND THAT THE RESEARCH PROGRAM IS OF AN EXPERIMENTAL NATURE. AS A RESULT, ANY RESULTS OF THE COLLABORATIVE RESEARCH AND ANY RESEARCH MATERIALS ARE PROVIDED AS IS AND WITH ALL FAULTS.UEC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE RESEARCH OR ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. Specifically, and not to limit the foregoing, UEC makes no warranty or representation (i) regarding the validity or scope of any Intellectual Property Rights and (ii) that the exploitation of the Collaborative Research or any Intellectual Property Rights will not infringe any patents or other intellectual property rights of UEC or of a third party.

8.2. NO DAMAGES. UEC, ITS DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES, SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY COLLABORATOR, ANY LICENSEE, OR ANY OTHERS INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF DATA OR DELAY OR TERMINATION OF THE COLLABORATIVE RESEARCH, OR FROM THE USE OF THE RESULTS OF

THE COLLABORATIVE RESEARCH, THE USE OF ANY RESEARCH MATERIALS OR ANY INVENTIONS OR PRODUCT. COLLABORATOR ACKNOWLEDGES AND AGREES THAT THIS EXCLUSION AND LIMITATION IS REASONABLE CONSIDERING THE EXPERIMENTAL NATURE OF THE RESEARCH PROGRAM AND THE NATURE AND TERMS OF THE PARTIES' RELATIONSHIP. THIS ARTICLE 8 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

9. TERM AND TERMINATION

9.1 Term. Effective term hereof shall be during the period of research as described in Section 2.2. When it is necessary to extend the research period at the time of expiration of the term, the parties may agree to renew this Agreement.

9.2. Termination. When Collaborator fails to pay the Research Cost as stipulated in Section 2.6.1 and “Direct Expenses” as described in schedule II relating to Collaborator by the prescribed due date, UEC may terminate this Agreement immediately.

9.3. When either party falls under any one of the subsequent items, the other party may immediately terminate this Agreement:

(a) When breaching this Agreement and then although there is a demand for performance of such with a deadline set of longer than thirty (30) days, such is not performed within the relevant period;

(b) When subjected to petition for bankruptcy;

(c) When performing resolution for dissolution.

9.4. When the Collaborative Research is terminated or cancelled, UEC shall return to Collaborator the facilities accepted from Collaborator pursuant to the provisions of Section 2.7.1 in the state as of the point of time of completion or suspension of the research.

9.5. Survival Provisions. The provisions of Article 5, Articles 6 through Section 7.4, Section 7.5 through Section 7.5.3, Article 8 and Section 9.4 shall remain effective after termination hereof; and the provisions of Article 3, Section 7.4.1 shall remain effective for two (2) years after the termination hereof.

10. GENERAL PROVISIONS

10.1. No Assignment. Neither party may assign all or part of the rights and obligations hereunder to any third party without prior written consent of the other party (including the cases where such is incidental to the assignment of business or operations), provided, however, that when using a TLO, the provisions of Section 7.4 shall be applicable.

10.2. Notices. Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

To UEC:

To Collaborator:

[NAME OF CONTRACT PERSON]

[TITLE]

[DIVISION/DEPARTMENT]

[ADDRESS]

[PHONE NUMBER]

[FACSIMILE NUMBER]

[E-MAIL ADDRESS]

10.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Japan, with conflicting laws excluded.

10.4. Jurisdiction. If any dispute arises upon execution hereof or in relation to this Agreement, the parties shall make the utmost efforts to settle such by amicable consultations. Amongst disputes arising out of this Agreement, including the effectiveness of this Agreement, all disputes relevant to the Intellectual Property Rights shall be subject to the exclusive jurisdiction of Tokyo [Osaka] District Court as court of first instance, and other disputes in connection with this Agreement shall be subject to the exclusive jurisdiction of the court that has jurisdiction over the place of address of UEC as court of first instance.

10.5. Export Controls. In transferring goods and technologies, each of the parties shall observe the export control laws and regulations of Japan and the country where Collaborator is located. If required by export control laws and regulations of Japan and the country where Collaborator is located, each party shall obtain approval for export of goods and technologies which are to be transferred for the purposes of cooperative activities under this Agreement.

10.5.1. Neither party shall use goods and technologies, and duplications thereof, which have been obtained under this Agreement, for the purposes of developing and manufacturing nuclear weapons, chemical weapons, biological weapons, or missiles to transport such weapons. Nor shall either party permit any third party to use them for the aforementioned purposes.

10.6. Force Majeure. Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond its reasonable control.

10.7. No Waiver. Even if a party fails to request performance hereof by the other party as stipulated in the provisions hereof or delays in requesting such, such provisions shall not be affected whatsoever by such. Waiver of rights by a party for breach of any provision hereof shall not be deemed as waiver of rights to the continuous breach of said provisions.

10.8. Entire Agreement. This Agreement contains a final and complete agreement between the parties, replaces and supersedes all prior agreements or determinations between the parties in relation to the matters as set forth herein. This Agreement may be amended solely when the parties hereto truly agree in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterpart original by their duly authorized representatives to be effective as of the day and year first hereinabove written.

[UEC]

[COLLABORATOR]

By:

Title:

Date:

By:

Title:

Date:

Schedule I Researchers and Sharing of Research Duties

Division	Name	Affiliated Organ and Post	Roles in Research
UEC	※(name) (name)	Graduate school [] [] Professor Graduate school [] [] Associate Professor	[] summarization [] development
COLLABORATOR	Private Collaborative Research Associate ◎ (name) (name)	[] research institute, [] Department, Manager	[] manufacturing
	Researchers in facilities of COLLABORATOR (name) (name)	[] research institute, [] Department, Manager	[] administration

(note) ※mark shall be attached to the name of the representative of the research.

◎ mark shall be attached to the name of Private Joint Associates.

Schedule II Research Cost in Facilities of UEC

Division	Direct Expenses			Industry-academic Cooperation Promotion Cost	Research fee relating to private Collaborative Research Associates
UEC	yen			/	/
COLLABORATOR	yen (i) (out of such, amount of consumption tax and local tax/ yen)			yen (ii) (amount equivalent to % of Direct Expenses) (out of such, amount of consumption tax and local tax/ yen)	yen (iii) ([] yen × [] persons) (out of such, amount of consumption tax and local tax/ yen)
	Breakdown	remuneration travel cost supplies cost consumables cost utilities cost wages other matters	yen yen yen yen yen yen	/	/
	Total ((i) +(ii) + (iii))				

Schedule III Research Cost in Facilities of COLLABORATOR

Division	Direct Expenses
COLLABORATOR	yen

Schedule IV Equipment and Facilities Provided for Research

Division	Name of facilities	Equipment		
		Name	Standards	Volume
UEC	Graduate School[]			
COLLABORAT OR	[] Research Institute, [] research room	[name of objects provided]		

Schedule V Research Materials

Provider	Kind and Quantity of Research Materials
UEC	
COLLABORATOR	

Purpose of Research and Contents

Details of role sharing

UEC:

Collaborator: