

NON-DISCLOSURE AGREEMENT

The University of Electro-Communications (hereinafter, "UEC") and _____ (hereinafter, "___"), referred to collectively herein as "the Parties," hereby execute this agreement as follows regarding the disclosure of technical information, materials, and other items or information to each other for the purpose of examining possibilities for joint research (hereinafter, "the Examination") regarding the subject ("this Agreement").

Confidentiality

Article 1

1. The Parties, during the course of the Examination may not disclose or divulge to a third party any information disclosed by one of the Parties which has been specified as confidential by any of the following means (hereinafter, "Confidential Information") without the prior written approval of the other party.
 - (1) indication of confidentiality on the material itself (tangible objects such as an electronic medium on which documents and electronic data are stored);
 - (2) with an explicit indication that the disclosed information (which is done verbally or through a demonstration) is confidential, the disclosure is to be submitted in writing to the party within ten (10) days thereafter.
2. Irrespective of the provisions of the previous paragraph, information corresponding to any of the following shall not constitute Confidential Information:
 - (1) information already publicly known at the time of disclosure by the other party;
 - (2) information that became publicly known after its disclosure by the other party regardless of whether this was authorized or not;
 - (3) information already in the possession of the recipient at the time of disclosure by the other party;
 - (4) information disclosed by legal means from a legitimately authorized third party not bound by any confidentiality obligation;
 - (5) information whose disclosure was demanded by laws or regulations, a court or public authority; and
 - (6) information that was developed independently regardless of whether it comprises Confidential Information.

Prohibition of Diversion

Article 2

The Parties may not use Confidential Information disclosed by the other party for any purpose other than the Examination without the prior written approval of the other party.

Information Manager

Article 3

The following individuals shall serve as information managers for the Confidential Information of the Parties as per this Agreement, as well as the contact points for the reception of Confidential Information. In the event of a change in either of the information managers, written notice shall be provided to the other party without delay.

UEC: <Name of researcher>, <Name of affiliation>, The University of Electro-Communications
____: <Name of researcher>, <Name of affiliation>, _____

Acquisition of Intellectual Property Rights

Article 4

The handling of any invention, design, model, written work, know-how or any other intellectual property generated in the Examination shall be determined upon mutual consultation by the Parties and, in the absence of any separate regulations or agreement, no intellectual property rights shall be acquired by the Parties based on the Confidential Information disclosed by the other party.

Joint Research Agreement

Article 5

The Parties shall execute a separate Joint Research Agreement in the event that a decision is made to conduct Joint Research based on the results of the Examination.

Return of Confidential Documents

Article 6

The Parties must, if demanded by the other party or if the Examination does not result in Joint Research, immediately return or submit to the other party any documents relating to the Confidential Information of the other party (including copies and duplicates) and all materials generated based thereon.

Term

Article 7

1. The term of the Examination shall be six (6) months from the date immediately following the date of execution of this Agreement.
2. The terms of this Agreement shall be valid for the duration of the Examination and for three (3) years after the termination thereof.

Consultation

Article 8

The parties shall mutually consult in good faith and make every effort to resolve matters not provided for in this Agreement or any doubts arising from its interpretation.

IN WITNESS WHEREOF, this Agreement shall be drafted in duplicate with the Parties ascribing their name and seal and retaining one (1) copy each.

Date

UEC:

1-5-1 Chofugaoka, Chofu City, Tokyo

The University of Electro-Communications

(Nobuo Nakajima, Director

Center for Industrial and Governmental Relations)

___ <Address>

<Body name>
