

Commissioned Research Agreement

(Table of agreement terms)

1. Parties to agreement	UEC	The University of Electro-Communications		
	Partner			
2. Title of research				
3. Description of research				
4. Research period	From MM/DD/YY to MM/DD/YY			
5. Researchers (Asterisk indicates principal investigator.)	Name	Title and organization	Role in the research	
6. Research expense burden	Direct expenses (Expenses required for carrying out the commissioned research)	Indirect expenses (UEC expenses for management, etc.; around 30 percent of UEC direct expenses)	Amount of research expenses (Direct expenses + Indirect expenses)	
			yen	
	yen	yen	Of which national and local consumption taxes yen	
7. Provided items	Name	Standard	Volume	
8. Know-how confidentiality period		From the date the know-how was identified until two years after completion or early termination of the commissioned research		
9. Continuation of confidentiality obligation		From the date the commissioned research started until two years after completion or early termination of the research		

UEC and Partner, the parties to the agreement in item 1 of the above table of agreement terms, in order to implement the commissioned research described by the above agreement terms (hereinafter, “Commissioned Research”), enter into a Commissioned Research Agreement in accordance with each of the following provisions (hereinafter, “Agreement”), and in witness to the concluding of this Agreement they shall prepare two copies with each party retaining one copy.

MM/DD/YY

(UEC) Takashi Kodama

Director

Contract Manager

The University of Electro-Communications

1-5-1 Chofugaoka, Chofu-shi, Tokyo, Japan

(Partner) (Name)

(Title)

Contract Manager

(Organization)

(Address)

Article 1. Definitions

1. The definitions of terms used in this Agreement shall be as provided in the applicable items below.
 - (1) “Research Results” shall mean matters obtained based on this Agreement, namely, the inventions, utility models, designs, works, know-how, and other technical results relating to the purpose of the Commissioned Research, established as results in the results report stipulated in Article 4.
 - (2) “Intellectual Property Right(s)” shall mean the following.
 - (i) Patent rights, utility model rights, design rights, trademark rights, layout design exploitation rights for semiconductor integrated circuits, breeder’s rights as stipulated in the Plant Variety Protection and Seed Act, and the right to register each of these rights, as well as rights outside Japan equivalent to each of these rights (hereinafter referred to collectively as “Patent Rights”)
 - (ii) As stipulated in the Japanese Copyright Act, the copyrights to computer program works, as well as specifications and other documents adjunct to computer program works, and the copyrights to database works (hereinafter referred to collectively as “Program Works”), as well as rights outside Japan equivalent to each of these rights
 - (iii) Rights concerning the useful technical information identified in Article 15 as subject to management as secrets, and that is know-how protected under Article 2 (6) of the Unfair Competition Prevention Act (hereinafter, “Know-how”)
2. “Invention(s)” in this Agreement shall refer to inventions when covered by patent rights; to utility models when covered by utility model rights; to creations when covered by design rights, trademark rights, layout design exploitation rights, and copyrights; to breeding when covered by breeder’s rights; and to contrivances in the case of Know-how.
3. The “exercising” of an Intellectual Property Right in this Agreement shall mean the acts stipulated in Article 2 (3) of the Patent Act, the acts stipulated in Article 2 (3) of the Utility Model Act, the acts stipulated in Article 2 (3) of the Design Act, the acts stipulated in Article 2 (3) of the Trademark Act, the acts stipulated in Article 2 (3) of the Act on the Circuit Layout of Semiconductor Integrated Circuits, the acts stipulated in Article 2 (5) of the Plant Variety Protection and Seed Act, the act of exploiting the works stipulated in the Copyright Act and of using Program Works, and the use of Know-how.

Article 2. Conducting of Research

UEC shall carry out the Commissioned Research on its own responsibility and shall not make a claim to Partner for damages incurred in its implementation; provided, however, that UEC shall be able to ask for compensation from Partner for damages incurred by UEC owing to a defect in items

provided by Partner.

Article 3. Subcontracting

Without the prior consent of Partner in writing, etc., UEC shall not transfer to a third party the rights and obligations based on this Agreement, including subcontracting the Commissioned Research.

Article 4. Research Results Report

Upon completion of the Commissioned Research, UEC shall submit a Research Results report to Partner.

5. Researchers

The researchers involved in the Commissioned Research shall be the persons indicated in item 5 of the above table of agreement terms (hereinafter, “Researchers”), and when UEC intends to add new Researchers affiliated with UEC to the Commissioned Research, UEC shall notify Partner in advance in writing, etc. (here and hereinafter to include by electronic document that remains as a record).

Article 6. Research Collaborators

1. In case UEC or Partner in carrying out the Commissioned Research needs to obtain the cooperation of persons other than the Researchers stipulated in the preceding Article, they may have such persons participate in the Commissioned Research as research collaborators upon obtaining the consent of the other party.
2. In the case stipulated in the preceding clause, any person enlisted as a research collaborator shall be made by UEC or Partner to observe the provisions of this Agreement.
3. When a research collaborator produces an Invention as a result of the Commissioned Research, the handling shall be decided in separate consultation between UEC and Partner.

Article 7. Payment of Research Expenses

1. Based on the invoice issued by the UEC person responsible for finance, Partner shall pay the direct expenses and indirect expenses given in item 6 of the above table of agreement terms (hereinafter, “Research Expenses”) within 30 days of the date of invoice issuance (hereinafter, “Payment Deadline”).
2. The amount of the indirect expenses in the preceding clause shall be equivalent to 30 percent of the direct expenses.
3. In case Partner fails to pay the Research Expenses of clause 1 by the Payment Deadline, Partner shall pay late fees on the unpaid amount calculated at a 5 percent annual rate prorated based on

the number of days from the Payment Deadline to the date of payment.

Article 8. Accounting

Accounting of the Research Expenses of clause 1 of the preceding Article shall be performed by UEC.

Article 9. Ownership of Equipment Acquired with Research Expenses

Equipment acquired with Research Expenses shall belong to UEC.

Article 10. Delivery of Provided Items

1. Partner shall bear the costs of delivering and installing the provided items given in item 7 of the above table of agreement terms.
2. UEC shall retain custody of the provided items received from Partner given in item 7 of the table of agreement terms with the due care of a prudent manager, from the time its installation is completed until the work of returning it begins.

Article 11. Early Termination of Research or Extension of Commissioned Research Period

1. In the case of a natural disaster or other unavoidable circumstances arising in the course of the research for which neither UEC nor Partner is to blame, it shall be possible to terminate the Commissioned Research early or to extend the research period following mutual consultation between the two parties.
2. If there are unused direct expenses in the case of early termination of the Commissioned Research as set forth in the preceding clause, Partner shall be able to request UEC for return of those unused expenses. In such case, UEC shall comply with the request from Partner for return.
3. In case the research period of the Commissioned Research is extended as set forth in clause 1 and the possibility of a shortage of Research Expenses arises, UEC shall promptly notify Partner in writing, etc. giving the reason, etc. In such a case, Partner shall determine in consultation with UEC whether Partner will to make up the shortage of expenses.

Article 12. Return of Provided Items

When the Commissioned Research is completed or terminated early, UEC shall return to Partner the provided items received from Partner as given in item 7 of the above table of agreement terms, in the same condition as at the time the Commissioned Research was completed or terminated early. In such a case Partner shall bear the expenses of removing and transporting the equipment, etc.

Article 13. Ownership of Intellectual Property Rights

The Intellectual Property Rights arising from the Commissioned Research shall belong to UEC.

Article 14. Intellectual Property Rights Belonging to UEC

When Partner desires the transfer or licensing of Intellectual Property Rights belonging exclusively to UEC, UEC shall transfer or license the rights under conditions no less favorable than those extended to a third party.

Article 15. Identification of Know-how

1. If results corresponding to Know-how are produced in the Commissioned Research, UEC and Partner upon consultation shall promptly identify it in writing, etc.
2. The Know-how identified pursuant to the provision of the preceding clause shall not, without the consent in writing, etc. of the other party, be disclosed or leaked to persons other than the Researchers, research collaborators, and those needing to know it for management of the Commissioned Research belonging to them (hereinafter referred to collectively as “Researchers, etc.”).
3. The period in which Know-how is to be kept confidential shall be as indicated in item 8 of the above table of agreement terms; provided, however, that the confidentiality period may be extended or shortened in consultation between UEC and Partner.

Article 16. Information Disclosure

Partner shall disclose to UEC information and knowledge owned by Partner relating to the Commissioned Research within the scope necessary for UEC to carry out the Commissioned Research.

Article 17. Confidentiality

1. UEC and Partner shall not disclose or leak to persons other than the Researchers, etc. any information provided or disclosed by the other party in conducting the Commissioned Research, when at the time the information is provided or disclosed it is marked by the other party as being confidential, or when at the time it is disclosed orally it is said to be confidential and notification is made in writing, etc. to the other party within 30 days after it is disclosed orally (hereinafter referred to collectively as “Confidential Information”); provided, however, that this shall not apply to information to which any of the following items applies.
 - (1) Information that is already in the possession of the recipient at the time of provision or disclosure

- (2) Information that is already public knowledge at the time of provision or disclosure
 - (3) Information that becomes public knowledge after provision or disclosure through no fault of the recipient
 - (4) Information rightfully obtained from a third party having legitimate rights to it, without the obligation to maintain confidentiality
 - (5) Information developed or acquired by the recipient independent of the Confidential Information
 - (6) Information for which consent in writing, etc. is obtained from the other party in advance
2. UEC and Partner shall continue to obligate their Researchers, etc. to maintain confidentiality regarding the Confidential Information (here and hereinafter excluding that in each of the items of the preceding clause) even after they leave their post.
 3. UEC shall not use the Confidential Information for purposes other than the Commissioned Research; provided, however, that this shall not apply to information for which consent in writing, etc. is obtained from the other party in advance.
 4. The period in which the confidentiality obligation provided for in the three preceding clause is to be maintained shall be as indicated in item 9 of the above table of agreement terms; provided, however, that the period may be extended or shortened in consultation between UEC and Partner.

Article 18. Release of Research Results

1. Starting six months from the day after the date of completion of the Commissioned Research, UEC and Partner shall be able to disclose, announce, or make public the Research Results obtained from the Commissioned Research, while observing the confidentiality obligation stipulated in the preceding Article (hereinafter, "Release of Research Results"); provided, however, that information may be made public sooner than this, with the consent of the other party, based on the societal mission of universities to make Research Results public.
2. In the case set forth in the preceding clause, UEC or Partner (hereinafter in this Article "Party Wishing to Release Results") shall notify the other party in writing, etc. of the information to be released, at least 30 days prior to the date of the Release of Research Results.
3. The party receiving notification pursuant to the provisions of the preceding clause, when deeming that release of the notified information risks harming future expected interests, shall within 15 days of receiving the notification issue a request in writing, etc. to the Party Wishing to Release Results, asking for changes to the information to be released; and the Party Wishing to Release Results shall engage in due consultation with the other party; provided, however, that the other party shall not refuse consent without a legitimate reason.
4. The period during which the notification of clause 2 must be made shall be two years after completion or early termination of the Commissioned Research; provided, however, that the

period may be extended or shortened in consultation between UEC and Partner.

5. The party wishing to make Release of Research Results shall, upon obtaining advance consent of the other party in writing, etc., be able to indicate that the Research Results being released were obtained as a result of the Commissioned Research.

Article 19. Cancellation of Agreement

1. UEC may cancel this Agreement if Partner fails to pay the Research Expenses by the Payment Deadline.
2. UEC and Partner shall be able to cancel this Agreement if any of the matters in the following items applies and rectification is not made within 30 days after notice is made.
 - (1) If the other party commits misconduct or improper behavior regarding the execution of this Agreement
 - (2) If the other party violates this Agreement
3. UEC and Partner shall be able to cancel this Agreement without prior notice if it is found that any of the matters in the following items applies to the other party.
 - (1) If the other party or an officer, etc. of the other party is a criminal organization or a member of a criminal organization
 - (2) If an officer, etc. of the other party makes use of a criminal organization or a member of a criminal organization for the purpose of improperly benefitting his or her self or organization or a third party, or for the purpose of inflicting harm on a third party
 - (3) If an officer, etc. of the other party provides funds, etc. to or offers benefits to a criminal organization or a member of a criminal organization, or otherwise directly or actively cooperates with or is involved in the maintenance and operation of a criminal organization
 - (4) If an officer, etc. of the other party knowingly has a relationship with a criminal organization or a member of a criminal organization that is deserving of social condemnation

Article 20. Compensation for Damages

UEC and Partner shall compensate the other party for damages suffered due to the reasons in the preceding Article or other reasons, only in case of a willful act or gross negligence on the part of its Researchers or research collaborators.

Article 21. Term of Agreement

1. The term of this Agreement shall be the same as the research period given in item 4 of the above table of agreement terms.
2. Notwithstanding the provisions of the preceding clause, the provisions of Article 4, Article 6,

Articles 12 to 18, Article 20, and Article 23 shall remain in effect until all the terms or applicable events stipulated in the respective Articles and clauses no longer exist.

Article 22. Consultation

Matters not stipulated in this Agreement that need to be decided shall be decided in consultation between UEC and Partner.

Article 23. Jurisdiction

Any dispute arising out of this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.