

Collaborative Research Agreement

(Draft)

The University of Tokyo (the “**University**”) and XXXX company (the “**Partner**”; University and Partner being collectively referred to as the “**Parties**” and each individually a “**Party**”) enter into this Collaborative Research Agreement (this “**Agreement**”) on the terms and conditions defined in the **Terms and Conditions of Agreement** attached to this Agreement, to conduct the collaborative research (the “**Collaborative Research**”) set out in the **Agreement Particulars** as follows.

Agreement Particulars

1. University:	The University of Tokyo				
2. Partner:					
3. Research Title:					
4. Research Purpose:					
5. Research Description:	(available detail Research Program description to be annexed)				
6. Participants of Research (Additional member list to be annexed)		Name	Organization • Title	Role in the Research	
	Principal Investigator of University				
	Research Coordinator of University (If provided)			Overall program coordination (Setting up meetings, Managing schedules, Checking milestones). Team Organization Chart to be annexed if applied.	
	Principal Investigator of the Partner				
If Application for residency at University is necessary, the name shall be listed.	The Researcher from the Partner taking residency at University			Application for the Research activity made prior the residency.	Y or N
7. Research Schedule: (the detail to be annexed.)	Milestones: Preliminary Report by the end of 1 st Year (2008, XX,YYY) Secondary Report by the end of 2nd Year (2009, XX,YYY) Final Report at the end of research period (200x,xx,xx)				

8. Place of Research:					
9. Research Period:	From _____ through _____				
10. Payment for Research Expenses:	Research Costs (Article 7.1(1))	¥			
	Research Support Expense (Article 7.1(2))	¥			
	Research Fee (Article 7.1(3))	¥			
	Total	¥			
11. Provision of Facility and Equipment:		Facility Name	Equipment		
			Name	Standard	Qty
	University				
	Partner				
12. Period for Duty of Confidentiality regarding Know-How:	Until three (3) years passed from the day immediately following the Research Completion Date				
13. Period of general Duty of Confidentiality:	Until three (3) years passed from the day immediately following the Research Completion Date				
14. Implementation Target Period:	Until three (3) years passed from the day immediately following the day of the application in respect of the relevant Intellectual Property				

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives. The Parties have prepared two originals of this Agreement, and shall each retain one original.

Execution Date: _____, _____

Partner: _____

Signed by : _____
Title : _____

University: The University of Tokyo
7-3-1 Hongo, Bunkyo-ku, Tokyo

Signed by : _____
Title : _____

I, _____, named as the Principal Investigator of the University, acknowledges the obligations in this Agreement.

Signed by : _____
Title : _____

(The Terms and Conditions of Agreement are attached hereto)

Terms and Conditions of Agreement

1 Definition

For the purpose of this Agreement, the following terms are defined as follows:

- 1.1 “**Research Result(s)**” means any technical result acquired based on the Collaborative Research, including, but not limited to, any invention, idea, design, copyrightable work and know-how which is identified as the result in the achievement report, which shall be prepared pursuant to Article 6 and relate to the purpose of the Collaborative Research.
- 1.2 “**Intellectual Property Rights**” means any and all world-wide intellectual property rights, including, but not limited to, patent right, utility model right, design right, copyright, trademark right, know-how and the rights to obtain these rights.
- 1.3 “**Invention(s)**” includes any invention, idea, device, design, works of authorship, mark, know-how, and any other proprietary information, which are subject to the protection of the Intellectual Property Rights.
- 1.4 “**Application(s)**” means an application for a patent right, utility model right, trademark right or design right, a request for the registration of a circuit layout right, an application for the registration of a variety of a plant breeder’s right, and a request, registration and/or application (including provisional application) of any right in any foreign jurisdiction that is the same as or equivalent to any of the foregoing.
- 1.5 “**Partner Designated Third Party**” means any entity to whom the Partner commits production on manufacturing in a license agreement, a joint application agreement or otherwise, through discussion between the University and the Partner.
- 1.6 “**Research Coordinator**” means a person of the University who has the right to coordinate the program, including but not limited to, managing daily works and schedules of the Collaborative Research, and arranging meetings for confirming the progress of the Collaborative Research.

2 Mutual Cooperation in Collaborative Research

- 2.1 Subject to the terms and conditions of this Agreement, the University and the Partner shall conduct the Collaborative Research in mutual cooperation.
- 2.2 The University and the Partner shall cooperate in preceding the Collaborative Research efficiently and productively with assistance of the Research Coordinator.

3 Research Period

The research period of the Collaborative Research shall be as set forth in Paragraph 9 of the Agreement Particulars.

4 Researcher

- 4.1 The University and the Partner shall each assign Principle Investigator set forth in Paragraph 6 of the Agreement Particulars who will manage the total progress of the Collaborative Research.
- 4.2 The University shall accept a Partner’s researcher, whom the Partner desires to engage in the

Collaborative Research in a laboratory of the University, as a collaborative researcher as listed in Paragraph 6 of the Agreement Particulars.

- 4.3 The University or the Partner may change, add or remove the researcher set forth in Article 4.1 above, with the prior consent of the other Party.

5 Research Collaborator

- 5.1 If either Party needs to obtain the participation or collaboration of any person other than the listed researcher for the purpose of the conduct of the Collaborative Research, that Party may, upon obtaining the prior consent of the other Party, allow any person of the University or the Partner other than the listed researcher, including a student, to act as a research collaborator.
- 5.2 In the case provided in Article 5.1 above, the Party who obtained the participation of any research collaborator shall cause the person who will act as the research collaborator to comply with the terms and conditions of this Agreement. Any violation of this Agreement by any research collaborator shall constitute a violation of this Agreement by the Party who caused the participation of such research collaborator.

6 Completion of Collaborative Research and Preparation of Report

- 6.1 The Collaborative Research shall be deemed to have been completed upon the occurrence of any event described below. The day when the Collaborative Research is deemed to have been completed shall be referred to as the “**Research Completion Date**”.
- (1) When both Parties agree that the Research Purpose set forth in Paragraph 4 of the Agreement Particulars has been achieved or realized;
 - (2) When the University or the Partner determines that it is impossible or otherwise significantly difficult to achieve or realize the Research Purpose set forth in Paragraph 4 of the Agreement Particulars, and both Parties agree with such determination;
 - (3) When the Research Period set forth in Paragraph 9 of the Agreement Particulars expires; or
 - (4) Otherwise, when both Parties agree that the Collaborative Research is completed.
- 6.2 **Achievement Report**
Within thirty (30) days after the Research Completion Date, the University and the Partner shall make, in mutual cooperation, the achievement report with respect to any Research Result which has been obtained during the Research Period of the Collaborative Research.
- 6.3 **Intermediate Report**
An Intermediate report shall be prepared by mutual cooperation of the University and the Partner for the purpose of checking progress of the Collaborative Research, at least at every end of the year of the Research Period.

7 Allocation of Research Expenses

- 7.1 The Partner shall bear the following research expenses, which shall be required for the conduct of the Collaborative Research. The payment amount shall be as set forth in Paragraph 10 of the Agreement Particulars.
- (1) The expenses directly required for the conduct of the Collaborative Research, including, but not limited to, honoraria, travel expenses, facilities expenses, expendable items expenses, and light, fuel and water expenses (other than ordinary expenses required for the maintenance and management of University’s facilities and

equipment), plus the amount of any consumption tax and local consumption tax under Japanese tax laws and regulations which shall be assessed on the foregoing (collectively, the “**Research Costs**”).

- (2) The research support expenses required for ordinary the maintenance and management of the University’s facilities and equipments which shall be determined pursuant to the applicable provision of the University's rules, plus the amount of any consumption tax and local consumption tax under Japanese tax laws and regulations which shall be assessed on the foregoing (the “**Research Support Expense**”).
 - (3) Any expenses incurred to accept any researcher of the Partner pursuant to Article 4.2 above, subject to the applicable rules of the University, plus the amount of any consumption tax and local consumption tax under Japanese tax laws and regulations which shall be assessed on the foregoing (the “**Research Fee**”).
- 7.2 Even where the number of researchers is reduced by under Article 4.3 above, any Research Fee that has already been paid pursuant to Article 8.1 shall not be refunded. If the number of collaborative researchers accepted by the University under Article 4.2 is increased, the Partner shall pay any Research Fee incurred as a result thereof.

8 Payment of Research Expenses

- 8.1 The Partner shall pay the Research Expenses set forth in Paragraph 10 of the Agreement Particulars by the due date of payment prescribed by the University in accordance with the applicable invoice issued by the University.
- 8.2 If the Partner fails to pay the Research Expenses by the due date of payment in accordance with Article 8.1, the University shall be entitled to charge the Partner delay charges at the rate of five percent (5%) per annum for the unpaid outstanding amount on a daily pro-rata basis covering the period from and including the day immediately following the due date for payment up to and including the day of actual payment. Upon request from the University, the Partner shall pay such charges.

9 Ownership of Facilities, etc. Acquired by Research Expenses

Any and all facilities, equipment, supplies, etc. that are acquired using the Research Expenses set forth in Paragraph 10 of the Agreement Particulars shall be owned by the University.

10 Provision of Facilities and Equipment

- 10.1 The University and the Partner shall make available to the Collaborative Research their own facilities and equipment set forth in Paragraph 11 of the Agreement Particulars.
- 10.2 The University may accept from the Partner free of charge, and shall use, the equipment owned by the Partner which is set forth in Paragraph 11 of the Agreement Particulars, with the consent of the Partner, in order to make the same available for the use for the Collaborative Research. In this case, the ownership of such equipment may be transferred to the University free of charge upon agreement between the University and the Partner. The University shall retain custody of such equipment accepted from the Partner with the duty of care of a good manager, from the time of completion of the installation of that equipment until the transfer of the ownership or commencement of the return of that equipment.
- 10.3 Any expenses required for the carrying-in, installation, removal and carrying-out of the

equipment provided in Article 11.2 shall be borne by the Partner.

11 Discontinuation of Research or Extension of Period

If there arises any contingency that was not foreseen at the outset of the Collaborative Research, including acts of God or any other force majeure, or any delay in the Collaborative Research caused by unavoidable circumstance, the Collaborative Research may be discontinued or the Research Period may be extended through discussion between the Parties. In such case, neither the University nor the Partner shall be liable for any damages, losses, liability, etc. which are incurred on the part of the other Party in conjunction with the discontinuation or extension of the Collaborative Research.

12 Treatment of Research Expenses, etc. at Completion of Research

- 12.1 If it becomes likely that, as a result of the extension of the Research Period of the Collaborative Research under Article 11, there would be a shortage in funds for the Research Expenses already received, the University shall immediately notify the Partner in writing. In such case, the Partner shall determine whether or not it will bear the shortage in the Research Expenses through discussion with the University.
- 12.2 If the Collaborative Research is discontinued in accordance with Article 11 or by the termination of this Agreement, where there is any unused surplus in the Research Costs paid pursuant to Article 8.1 above, the Partner may demand the University to refund the amount of such surplus. Upon demand from the Partner for the refund, the University shall accommodate the payment of such refund.
- 12.3 When the University has completed the Collaborative Research, the University shall return to the Partner any equipment accepted from the Partner pursuant to Article 10.2 with respect to which the ownership thereof has not been transferred to the University. Such equipment shall be returned in the state that it was in as of the Research Completion Date.

13 Notice of Inventions

If any researcher or research collaborator of either Party (collectively, a “**Researcher**”) has conceived any Invention as a result of the Collaborative Research, the University or the Partner shall promptly notify the other Party, and shall discuss with that Party regarding the share of ownership and the determination of whether or not to file an application for the Intellectual Property Rights which relate to such Invention.

14 Joint Intellectual Property

- 14.1 **TITLE TO INVENTIONS.** All Intellectual Property Rights for an Invention jointly conceived through the joint effort of the Researchers of both Parties as a result of the Collaborative Research shall be jointly owned by both Parties (the “**Joint Invention**” and “**Joint Intellectual Property Rights**”).
- 14.2 **APPLICATION FOR JOINT INVENTIONS.** The Parties shall separately execute a joint application agreement which sets forth the share of ownership of the Joint Intellectual Property Rights for the Joint Invention between the University and the Partner until, as practical as possible, filing an Application for such Joint Invention, and shall file an Application jointly for such Joint Invention at the Partner’s expense in accordance with the joint application agreement. If the Partner elect its license option for any foreign countries as described in Article 14.3 (A) and (B), the Parties will file an Application in such countries at the Partner’s costs and expenses.

14.3 LICENSING OPTION. In the event that the Application for the Joint Invention is filed, the Partner has the exclusive option to elect the following licenses by notifying in writing to the University within a certain period after the filing date for such Application as set forth in Article 16 (the “**Option Period**”). The University and the Partner shall enter into the license agreement after the discussion of the commercially reasonable terms and conditions within three (3) month after exercise of the option.

A. a non-exclusive, non-transferable, royalty-bearing license without the right to sub-license (in a designated field of implementation) the Partner to implement the Joint Intellectual Property Rights for the Joint Invention in Japan and/or any foreign countries elected by the Partner; or

B. an exclusive, non-transferable, royalty-bearing license with the right to sub-license (in a designated field of implementation) the Partner to implement the Joint Intellectual Property Rights for the Joint Invention in Japan and/or any foreign countries elected by the Partner.

15 University Intellectual Property

15.1 TITLE TO INVENTIONS. All Intellectual Property Rights for an Invention conceived through the sole effort of a Researcher of the University as a result of the Collaborative Research shall be solely owned by the University (the “**University Invention**” and “**University Intellectual Property Rights**”).

15.2 APPLICATION FOR UNIVERSITY INVENTIONS. The University shall notify the Partner promptly after having made the University Invention, and, in consideration of the request from the Partner, may file an Application at its own discretion for such University Invention. If the Partner elects its license option for any foreign countries as described in Article 15.3 (A) and (B), the Partner shall notify the University and the University will file an Application in such countries.

15.3 LICENSING OPTION. In the event that the Application for the University Invention is filed, the Partner has the exclusive option to elect the following licenses by notifying in writing to the University within the Option Period. The University and the Partner shall enter into the license agreement after the discussion of the commercially reasonable terms and conditions within three (3) month after exercise of the option.

A. a non-exclusive, non-transferable, royalty-bearing license without the right to sub-license (in a designated field of implementation) the Partner to implement the University Intellectual Property Rights for the University Invention in Japan and/or any foreign countries elected by the Partner, provided that the Partner agrees to (i) demonstrate reasonable efforts to commercialize the University Invention in the public interest and (ii) pay all prosecution and maintenance costs in all countries, including Japan, in which the Partner is granted a non-exclusive license right under this paragraph; or

B. an exclusive, non-transferable, royalty-bearing license with the right to sub-license (in a designated field of implementation) the Partner to implement the University Intellectual Property Rights for the University Invention in Japan and/or any foreign countries elected by the Partner; provided that the Partner agrees to (i) demonstrate reasonable efforts to commercialize the University Invention in the public interest and (ii) pay all prosecution and maintenance costs in all countries, including Japan, in which the Partner is granted an exclusive license right under this paragraph .

16 Option Period

- 16.1 The Option Period shall be up to eighteen (18) months from the filing date of the Application, and shall be determined in a joint application agreement or other agreement in writing between the Parties.
- 16.2 If the Partner wishes to extend the Option Period during the first Option Period, the Partner shall request an extension from the University, and upon obtaining the University's consent, may extend the Option Period in writing.
- 16.3 If the Partner intends to use and gain a profit from the Intellectual Property Rights during the Option Period, the Partner shall consult with the University in advance regarding such treatment.

17 Basic Understanding in Implementation of Research Result

With respect to the implementation of the Research Result including the Inventions, the University and the Partner shall discuss and/or negotiate, giving consideration to the following facts and requirements:

- (1) that the Intellectual Property Rights were acquired as a result of the Collaborative Research;
- (2) that one of the University's obligations is to use its Research Result for society in general;
- (3) that the University has no plan to commercialize or exploit the Intellectual Property Rights by itself;
- (4) that the Intellectual Property Rights came from the Research Result which was acquired as a result of the disbursement of labor costs for the Researchers of each of the Parties in addition to the Research Expenses provided in Article 7, or as a result of the use of their respective facilities and/or equipment; and
- (5) that if any revenue is raised from the Intellectual Property Rights, each of the Parties shall have the obligation to pay "**Reasonable Consideration**" as defined in Article 35 of the Japanese Patent Law to the Researcher of the University and/or the Partner who conceived the Invention relating to such Intellectual Property Rights, in accordance with their respective rules and other procedures.

18 Implementation by University

Subject to the compliance with the duties of confidentiality under Articles 26 and 27, the University may use the Research Result free of charge in its educational and research activities.

19 Grant of License to Third Parties

- 19.1 If, notwithstanding the fact that the Partner or Partner Designated Third Party entered into an exclusive license agreement with the University relating to the Intellectual Property Rights as a result of the exercise of the option by the Partner pursuant to Article 14.3(B) or 15.3(B) such party fails to implement such Intellectual Property Rights without a legitimate reason after the expiration of the period commencing from and including the day immediately following the day of the Application of the relevant Intellectual Property Rights set forth in Paragraph 14 of the Agreement Particulars (the "**Implementation Target Period**"), the University may, after hearing the request of the Partner or any Partner Designated Third Party, terminate the exclusive license agreement entered into with the Partner or any Partner Designated Third Party, and grant a license of such Intellectual Property Rights to any third party (other than the Partner or any Partner Designated Third Party) (the "**University**

Designated Third Party”); provided, however, that the different period from the Implementation Target Period may be set up in the exclusive license agreement.

- 19.2 Even where the University has granted a license to the Partner or any Partner Designated Third Party as a result of the exercise of the option by the Partner pursuant to Article 14.3 or 15.3, if it is found that the grant of such license significantly damages the public interest, the University may discuss with the Partner after giving written notice to the Partner. If the relevant situation does not change regardless of such discussion, the University may, terminate the license to the Partner or any Partner Designated Third Party, and grant a license of such Intellectual Property Rights to any University Designated Third Party.
- 19.3 If the Partner exercised the option to implement the Intellectual Property Rights on a non-exclusive basis, the University may grant a license to any third party at its sole discretion, and may grant a license the Joint Intellectual Property Rights, upon or after the Application in respect of such Joint Intellectual Property Rights, to any third party, with the prior written consent of the Partner, which shall not be withheld without due cause.

20 Royalties

- 20.1 When the Partner or any Partner Designated Third Party intends to implement the Intellectual Property Rights, the Partner shall pay, or cause such Partner Designated Third Party to pay, to the University a royalty, which shall be defined in the applicable license agreement.
- 20.2 With respect to the royalty which shall accrue when a license of the Joint Intellectual Property Rights is granted to any University Designated Third Party, either the University or the Partner who has handled the procedure of such license shall receive the handling fee, which shall be determined through discussion between the University and the Partner, and the remaining amount shall be allocated between the Parties reflecting their respective percentage share of ownership of the relevant Joint Intellectual Property.

21 Assignment of Ownership

The Parties may assign their respective ownership in the Joint Intellectual Property Rights only to such respective assignee(s) as are agreed between them after discussion.

22 Identification of Know-How

- 22.1 If either Party desires to keep confidential any proprietary information which was created as a result of the Collaborative Research, the University and the Partner shall promptly discuss and identify the same in writing.
- 22.2 If both Parties agree to keep such proprietary information confidential (the “**Know-How**”), then the Know-How shall not be disclosed or leaked to any third party without prior written consent of the other Party. The confidentiality period for the Know-How is starting from the day of identification of such Know-How to the end of the period set forth in Paragraph 12 of the Agreement Particulars. Provided, however, that during the discussion to identify the Know-How, the period may be changed from the period set forth in Paragraph 12 of the Agreement Particulars. Also, if it is necessary after the identification of the Know-How, the University and the Partner may discuss and extend or shorten the period of confidentiality.

23 Treatment of Programs, Know-How

Any copyrightable programs or Know-How created as a result of the Collaborative Research shall be treated in the same manner as set forth in Articles 14 through 21, and the Parties shall discuss and

determine how to treat such programs and Know-how, taking into account the basic understanding regarding the implementation of the Research Result as set forth in Article 17.

24 Provision of Information

- 24.1 The Parties shall mutually exchange or disclose at its discretion to the other Party any information, document and material which is necessary for the conduct of the Collaborative Research, except those in respect of which any obligation of confidentiality is owed under a separate contract with a third party other than the University or the Partner.
- 24.2 Each Party shall not use the material provided under Article 24.1 for any other purpose than purpose of this Agreement or Collaborative Research without written consent of the other Party. Further, Each Party may enter into the separate agreement through discussion if the Parties desire to treat the material in a special way.
- 24.3 Each Party shall promptly return to the other Party after the Research Completion Date any document and material that was provided on the condition that it shall be so returned.

25 Authorized Technology Licensing Organizations

The University may entrust some of the tasks as set forth in Articles 14 through 24 to an authorized technology licensing organization (“**Authorized TLO**”, an organization authorized under the Law Promoting Technology Transfer from Universities to Industry (Law No. 52 of 2004), and in this agreement refers to TODAI TLO Ltd. or the Foundation for the Promotion of Industrial Science). The University shall ensure that the Authorized TLO complies with the University’s obligations under this Agreement.

26 Confidentiality

- 26.1 Neither Party shall disclose or leak to any third party other than a Researcher or any person of either Party who needs to know information in order to conduct and manage the Collaborative Research , including Authorized TLO for the University (the “**Recipient of Confidential Information**”) any information provided or disclosed by the other Party during the Collaborative Research which is marked as confidential at the time of the submission or disclosure from the other Party, or which is disclosed orally with a statement upon such disclosure that it is confidential and the disclosing Party notifies the other Party in writing within 30 days after the disclosure that such information is confidential (collectively the “**Confidential Information**”). Further, the University and the Partner shall cause the Recipient of Confidential Information hold such Confidential Information in confidence even after he/she changes its work position; provided, however, that the above provisions shall not apply to any information which, it can be demonstrated:
- (1) was already possessed by the recipient at the time of the provision or disclosure;
 - (2) was already part of the public domain at the time of the provision or disclosure;
 - (3) became a part of the public domain after the provision or disclosure without fault of the recipient;
 - (4) was lawfully acquired from a third party who has the legitimate right to that information;
 - (5) was independently developed and/or acquired by the recipient without reference to the Confidential Information disclosed by the other Party; or
 - (6) was covered by a prior written consent by the other Party for the disclosure.
- 26.2 If either Party is required by a competent court or administrative institution to disclose any Confidential Information (other than those specified in the proviso of Article 26.1 above)

under any law or regulation, it may disclose such information to such court or administrative institution; provided, however, that:

- (1) it shall advise the other Party of the content prior to the disclosure;
- (2) it shall make the disclosure only to the extent of such portion which is the subject of a lawful order to disclose;
- (3) it shall expressly state in writing, upon disclosure, that such information is confidential; and,
- (4) it shall, in accordance with laws and regulations, take necessary steps to protect such information through the discussion with the other Party, if possible.

26.3 Neither Party shall, without the prior written consent of the other Party, use the Confidential Information (other than those specified in the proviso of Article 26.1 above) for any purpose other than for the Collaborative Research and this Agreement.

26.4 Articles 26.1 through 26.3 shall survive the Research Completion Date for the period set forth in Paragraph 13 of the Agreement Particulars first written above. Provided, however, that such period may be extended or shortened upon discussion between the Parties.

27 Public Release of Research Result

27.1 The Research Result shall, in principle, be publicly released in the light of social mission of the University. The Parties may disclose, announce or publicly release the Research Result (or where the Research Period continues for more than one year, the Research Result acquired in the relevant fiscal year) in accordance with the following procedure (the “**Public Release of Research Result**”) in order to comply with the confidentiality obligation in Article 26.

27.2 In the case provided by Article 27.1 above, a Party who desires the Public Release of Research Result (the “**Releasing Party**”) shall notify the other Party in writing of the contents of such release no later than 30 days prior to the scheduled day of the Public Release of Research Result. Further, the Releasing Party may clearly indicate that the Research Result is the result of the Collaborative Research after obtaining the prior written consent of the other Party.

27.3 If the Party who is duly notified pursuant to Article 27.2 determines that the contents of the release are likely to conflict with any of its interests that are expected to be realized in the future, it shall, within fifteen (15) days after receipt of such notice, notify the Releasing Party in writing of the modifications of the contents of the release, and the Releasing Party shall discuss the matter with the other Party. The Releasing Party shall not, without the consent of the other Party, release any portion that the other Party has objected to pursuant to this Article 27.3; provided, however, that the other Party shall not unreasonably withhold such consent.

27.4 After one year from the day immediately following the Research Completion Date, the Releasing Party shall be able to issue the Public Release of Research Result without notice to the other Party as provided in Article 27.2 above; provided, however, that such period may be extended or shortened by discussion between the Parties.

27.5 Until the release according to Article 27.4, the Research Result shall be kept in confidence until it is released in accordance with the procedures in Articles 27.1 through 27.3.

28 Termination of Agreement

If any of the following events occurs, either Party may within fourteen (14) days demand in writing that the other Party remedy the situation within a reasonable remedial period, and may immediately terminate this Agreement in the event that such situation is not remedied within such period:

- (1) When the other Party has committed any improper or unjust act; or
- (2) When the other Party has breached any provision of this Agreement.

29 No Representation and Warranty

THE UNIVERSITY 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.

IN NO EVENT SHALL THE UNIVERSITY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ACTUAL, ORDINARY, INCIDENTAL, CONSEQUENTIAL, ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE UNIVERSITY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. THIS ARTICLE 29 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

30 Term of Agreement

30.1 The term of this Agreement shall be coterminous with the Research Period of the Collaborative Research.

30.2 The provisions of Article 5.2, Article 6.2, Article 10 (excluding Article 10.1), Articles 12 (excluding Article 12.1) through 27 (excluding Article 24.1), Article 29, Article 30.2 and Article 35 shall survive after the expiration of this Agreement for the period provided in each of such provisions or until all the respective subject matters therein have expired.

31. Notice

31.1 All notices required or permitted to be given under this Agreement shall be in writing, and shall be given by an e-mail or facsimile or prepaid registered airmail letter to the addresses shown below or to such other addresses as the Parties may designate in writing. Notices given by e-mail or facsimile shall deem to have been received on the day following its dispatch and notice given by registered airmail shall deem to have been received thirty (30) business days after mailing.

The University:

[to be provided]

The Partner:

[to be provided]

32 Use of Name

Neither party will use the name of the other in any advertising or other form of publicity without permission of the other. As an example for the University, the Partner shall not use the name of “University of Tokyo” or any variation, adaptation or abbreviation thereof, or that of any of its trustees, officers, faculty, students, employees or agents, or any trademark owned by the University.

33 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.

34 Discussion

If it is necessary to provide for any matter that is not expressly set forth in this Agreement, the determination shall be made through discussion between the Parties.

35 Governing Law and Jurisdiction

35.1 This Agreement shall be governed by laws of Japan.

35.2 All disputes relating to this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court (Head Office) as the court of the first instance.

36 Export Controls/Economic Sanctions

36.1 The Partner agrees to comply with applicable export controls and economic sanctions laws and regulations. Further, the Partner remains solely responsible for complying with such laws and regulations in all instances, including obtaining all necessary export authorizations and licenses.

36.2 Before the Partner supply, or otherwise make available, to the University any materials, the Partner shall give written notice, as early as practicable, to the University of all applicable government restrictions or prohibitions on use, export, release, including those restrictions or prohibitions that apply to the University employees and contractors, or transfer of such items, including, without limitation, the application of munitions export controls regulations or any other government security regulations.

(End of the Agreement)