

## **Non-Disclosure Agreement**

The University of Tokyo ("University") and (NAME OF COMPANY) ("Partner") (hereinafter collectively called "Parties" or respectively called "Party") enter into this Non-Disclosure Agreement ("Agreement") as follows:

### 1. Definitions

- 1.1. "Purpose" means the preliminary study for collaborative research between the Parties regarding (DESCRIPTION OF TECHNOLOGY) developed by (NAME AND TITLE OF THE UNIVERSITY RESEARCHER). Such preliminary study shall be performed during the Preliminary Study Period.
- 1.2. "Preliminary Study Period" means six (6) months from (COMMENCEMENT DATE: MONTH, DAY, YEAR).
- 1.3. "Confidentiality Obligation Period" means the period through the Preliminary Study Period and three (3) years after the expiration of the Preliminary Study Period.
- 1.4. "Confidential Information" means any information provided by the disclosing Party ("Discloser") to the receiving Party ("Recipient") during the Preliminary Study Period relating to the Purpose or this Agreement and that is: a) in tangible form and marked "Confidential" or with similar markings; or b) in intangible form identified as confidential at the time of disclosure and summarized in writing within thirty (30) days of disclosure.

### 2. Disclosure of Confidential Information

The Parties will mutually disclose Confidential Information for the Purpose in their sole respective discretion during the Preliminary Study Period.

### 3. Obligation of Confidentiality

- 3.1. Recipient shall not disclose the Confidential Information to any third party without Discloser's prior written consent and shall limit internal disclosure to its employees, students, staff, and agents that need to know the Confidential Information for the Purpose.
- 3.2. Recipient shall not use the Confidential Information other than for the Purpose without Discloser's prior written consent and shall protect the confidentiality of the Confidential Information using reasonable care to prevent any unauthorized use or disclosure.
- 3.3. Notwithstanding the foregoing, Recipient may disclose Confidential Information to its affiliated companies that need to know the Confidential Information for the Purpose provided that Recipient controls directly or indirectly more than fifty percent (50%) of such affiliated company's voting shares and ensures that such affiliated companies comply with the same obligations as Recipient owes in this Agreement.
- 3.4. This Agreement imposes no obligation upon Recipient with respect to Confidential Information that:
  - a) was in Recipient's possession before the receipt from Discloser;
  - b) is or becomes a matter of public knowledge through no fault of Recipient;
  - c) is rightfully received by Recipient from a third party without a duty of confidentiality; or
  - d) is independently developed by Recipient.
- 3.5. In the event that Recipient is required by judicial or administrative process to disclose the

Confidential Information, Recipient shall promptly notify Discloser in writing of such requirement and shall allow Discloser to take the necessary steps to protect such Confidential Information, if available.

3.6. The obligations in this Article 3 shall be effective throughout the Confidentiality Obligation Period.

4. Return of Information

Recipient shall return or destroy all Confidential Information and all copies of it in tangible form or in electronic form upon written request of Discloser or expiration of the Preliminary Study Period.

5. Intellectual Property Rights

Nothing in this Agreement is intended to grant any rights under any patent or copyright of either Party, nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information, except the limited right to review such Confidential Information solely for the Purpose.

6. No Warranties

All Confidential Information is provided "as is" and without any warranty, express, implied or otherwise, including but not limited to its accuracy or performance.

7. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Japan. All disputes that arise out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

Executed, and signed in duplicate, as of the date and year written below, with each Party retaining one original copy.

Execution Date: (MONTH) (DAY), (YEAR)

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

Signed by : \_\_\_\_\_  
Title : \_\_\_\_\_

Partner: \_\_\_\_\_  
\_\_\_\_\_

Signed by : \_\_\_\_\_  
Title : \_\_\_\_\_