

**The University of Tokyo**  
**Rules for Management and Confidentiality of Information**  
**in connection with**  
**Contracts with Private-Sector Institutions**

(September 30, 2004, University of Tokyo Rules No. 239)

**1. Purpose**

The purpose of the University of Tokyo Rules for the Management and Confidentiality of Information in connection with Contracts with Private-Sector Institutions (these “**Rules**”) is to set out the code of conduct for the management and confidentiality of information that is disclosed or provided to the University of Tokyo (the “**University**”) by another institution, or that the University comes to know of, under contracts containing confidentiality clauses in the course of pursuing its activities of research and planning research programs with external institutions (those activities collectively, “**Research**”) such as private-sector institutions (those external institutions, “**Partner Institutions**”) and information arising during Research that the parties agree is confidential; to endeavor to protect confidential information; and to prevent other parties’ confidential information from being infringed.

**2. Definitions**

In these Rules the following terms have the following meanings.

- (1) “**Research Staff**” means University staff who engage in Research in accordance with collaborative research agreements and entrusted research agreements (collectively, “**Research Agreements**”)
- (2) “**Research Assistants**” means University staff and University students who are not Research Staff but who, with the Partner Institution’s consent, participate or cooperate in Research.
- (3) “**IP-Management Staff**” means staff of the Office of Intellectual Property in the Division of University Corporate Relations, Intellectual Property offices in each Faculty, University Corporate Relations Group, and other such departments.
- (4) “**Research Representatives**” means those Research Staff who are representatives for Research at the University with respect to Research Agreements and any other researchers in charge of University work matters with respect to Research that attracts confidentiality obligations.

**3. Applicable Scope of Rules**

These rules apply to Researchers, Research Assistants, and IP-Management Staff who are required to disclose information in the course of performing their Research being carried out in accordance with executed contracts.

#### **4. Confidential Information**

“**Confidential Information**” means information that (a) the University is disclosed or provided by, or comes to know of through, another party in performing Research to be carried out in accordance with contracts, or arises during the performance of Research and is agreed to be kept confidential, and (b) is useful with respect to manufacturing methods, sales methods, or other such business methods managed as secrets. However, Confidential Information does not include information:

- (1) that the University can prove that it already had at the time of disclosure to the University or its coming to know of it;
- (2) that was already in the public domain at the time of disclosure to the University or its coming to know of it;
- (3) that through no fault of the University entered the public domain after being disclosed or its coming to know of it;
- (4) that the University can prove that it lawfully acquired from a third party under no confidentiality obligations;
- (5) that the University can prove that it developed or acquired independently without relying on information disclosed by the other party;
- (6) with respect to which the University has received the other party’s consent to disclose in advance; and
- (7) the disclosure of which has been demanded by a public institution such as a government agency or a court in accordance with law, ordinance, regulations, orders, or the like.

#### **5. Responsibility for Managing Confidential Information**

5.1 Ultimate responsibility for managing Confidential Information lies with the Research Representative. The Research Representative shall take measures necessary to prevent the leakage of Confidential Information, whether after an agreement has been performed, during the term of the agreement, or during the effective period for confidentiality obligations set out in the agreement, and shall endeavor to thoroughly manage confidentiality.

5.2 If a doubt arises about the management of Confidential Information, the Research Representative, as the person responsible for managing Confidential Information, shall promptly report it to the president of the University.

5.3 The president may cause the Director of the Division of University Corporate Relations to resolve the matters provided for in Article 5.2.

#### **6. Managing Confidential Information**

Confidential Information must be kept under lock and key in a cabinet or the like. The Research Representative shall endeavor to thoroughly manage confidentiality of electronic information stored in electronic equipment such as computers and the like so that no such Confidential Information of any other party is leaked or infringed.

**7. Internal Disclosure of Confidential Information**

- 7.1 The scope of disclosure of Confidential Information is limited to Researchers, Research Assistants, and IP-Management Staff who require disclosure in line with their Research work.
- 7.2 Research Representatives, as the people responsible for managing Confidential Information, shall thoroughly have Researchers, Research Assistants, and IP-Management Staff who have been disclosed Confidential Information keep information confidential.
- 7.3 Researchers, Research Assistants, and IP-Management Staff who have been disclosed Confidential Information shall keep confidential all results of their Research.
- 7.4 The president may request Researchers, Research Assistants, and IP-Management Staff who have been disclosed Confidential to execute a confidentiality agreement or provide a written pledge.
- 7.5 Research Representatives may, on behalf of the president, request Research Assistants to execute a confidentiality agreement or provide a written pledge.

**8. Disclosure Outside of the University**

- 8.1 If a Research Representative wishes to disclose Confidential Information outside of the University, he or she shall obtain the consent of the other party to the agreement. The Intellectual Property Office of the Division of University Corporate Relations shall obtain the consent of the third party for disclosure of the Confidential Information to a certain institution which is essential for the technology licensing, for example the Technology Licensing Organization, in advance of the Research Agreements being entered.
- 8.2 In case that Confidential Information will be disclosed under Article 8.1, the University shall impose upon the party receiving disclosure confidentiality obligations in accordance with the content of that consent.

**9. Confidentiality Obligations after Retirement or Changes**

- 9.1 No Researcher, Research Assistant, or IP-Management Staff who has been disclosed Confidential Information may, during the effective period of the confidentiality obligations provided for under applicable Research Agreements, even after retirement, registration, change or graduation, disclose or leak to any third party any Confidential Information he or she has come to know while employed.
- 9.2 The president may request that Researchers, Research Assistants, and IP-Management Staff who have been disclosed Confidential Information execute a confidentiality agreement or provide a written pledge upon retirement, resignation, change of work or graduation.

**10. Amendment or Abolition of Rules**

Amendment or abolition of these Rules shall be conducted through the deliberation of the Research and

Education Council.

**SUPPLEMENTARY PROVISION**

These rules are effective as of September 30, 2004.