**SPONSORED　RESEARCH AGREEMENT**

**between**

**UNIVERSITY OF OCCUPATIONAL AND ENVIRONMENTAL HEALTH, JAPAN**

**and**

**ABC Co. Ltd**

This SPONSORED RESEARCH AGREEMENT (“Agreement”) is entered into as of\_\_\_\_\_\_\_\_\_\_\_（“Effective Date”）between UNIVERSITY OF OCCUPATIONAL AND ENVIRONMENTAL HEALTH, JAPAN (“UOEH”), a Japanese University with its official address at 1-1, Iseigaoka, Yahatanishiku, Kitakyushu, Fukuoka, 807-8555, Japan and \_\_ABC　Co. Ltd.（the **“**Sponsor”） with its principal place of business at , , . (UOEH and the Sponsor referred to individually as Party and collectively as Parties)

**WHEREAS,** UOEH has valuable experience, skill, and ability in the research described in Appendix 1, which is incorporated and made part of this Agreement.

**WHEREAS,** the Sponsored research contemplated by this Agreement is of mutual interest and benefit to UOEH and to the Sponsor, and will further the instructional and research objectives of UOEH in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

**NOW, THEREFORE,** the Parties hereby agree to conduct Sponsored research as follows:

**Article1.** **(Title and Purpose)**

UOEH shall conduct the following Sponsored research in using their best efforts.

(1) Title of the Sponsored research;” 　　　　　　 “

(2) Purpose and Contents of the Sponsored research ; (as is in Appendix 1)

**Article 2.**  **(Period)**

The Sponsored research shall be conducted during the period \_\_\_\_\_\_\_\_\_\_\_\_ (the “Starting Date”) through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Completion Date”). The Completion Date will be subject to extension only by mutual written agreement of the parties.

**Article 3. (Researcher)**

The Sponsored research will be supervised by \_\_\_\_ \_\_ \_\_\_, the “Principal Investigator”, and will include researcher listed in Appendix 1.

**Article 4.** **(Report)**

　UOEH will make the report as to the result obtained through the Sponsored research within resonable days from the Completion Date.

**Article 5.**  **(Costs and Payment)**

In consideration of the foregoing, the Sponsor shall pay UOEH for all direct expense and indirect expense incurred in the performance of the Sponsored research listed in Appendix 2 by the deadline defined in the payment notice received from UOEH.

**Article 6.**  **(Accounting)**

 Accounting of money paid by the Sponsor to UOEH due to Article 5 shall be done by UOEH, provided however that, UOEH may disclose the accounting documents to the Sponsor upon the request by the Sponsor.

**Article 7. (Equipment and Facility)**

1. Any equipment or facility purchased with the direct expense and the indirect expense listed in Appendix 2(Table 1) shall belong to UOEH.

2. 　UOEH will use any equipment or facility owned by Sponsor listed in Appendix 2 (table 2 ) for the Sponsored research.

3. In case the equipment owned by Sponsor is used in the facility of UOEH, Sponsor shall pay the expense for carrying in, installation, withdrawal and carrying out of the equipment.

**Article 8. (Extension and Termination)**

UOEH and the Sponsor may extend or terminate of the Sponsored research due to the unavoidable reasons for the excution of the research such as natural disaster or else. In such event, either Party shall not bear the responsibility to the other.

**Article 9. (Disclosure of Information)**

The Sponsor will disclose to UOEH its information and knowledge as deemed necessary for UOEH to execute the Sponsored research soon after the Effective Date and from time to time during the term of this Agreement.

**Article 10. (Definition of Confidential Information)**

1. Confidential Informationmeans information labeled same as "Confidential", "Proprietary" or the like among all information including, but not limited to, business and technical information disclosed in the form of papers, drawings, pictures, samples, electronic medium or other medium, disclosed by one Party (referred to as Disclosing Party) to the other (referred to as Receiving Party) for the Sponsored research during the term of this Agreement. In the case of intangible disclosures, such as oral or visual disclosures, Confidential Information means Information confirmed as "Confidential", "Proprietary" or the like in tangible form within thirty (30) days of such disclosure.

2. Notwithstanding Article 10.1, Confidential Information shall exclude the following:

(i) Information that was known to the Receiving Party or the public prior to such disclosure;

(ii) Information that can be proven by the Receiving Party to have been in its possession prior to such disclosure;

(iii) Information that passes into the public domain through no fault of the Receiving Party;

(iv) Information that is rightfully received by the Receiving Party from a third party under no duty of nondisclosure to the Disclosing Party;

(v) Information that can be proven to be independently developed by the Receiving Party without reference to any of the Confidential Information; or

(vi) Information that is legally compelled to disclose pursuant to judical action or government regulation or requirement.

**Article 11. (Confidentiality)**

1. The Receiving Party shall not disclose or reveal any of the Confidential Information to any third party, without the prior written consent of the Disclosing Party.

2. The Receiving Party shall implement all reasonable security measures to keep the Confidential Information in good faith.

3. Notwithstanding the provisions above, the Receiving Party may disclose the Confidential Information to its employees, officers and directors who have a need to know such information for the Sponsored research of this Agreement, provided however that such employees, officers and directors shall be bound to maintain confidentiality in accordance with the terms of this Agreement.

**Article 12. (Publication)**

1. Either Party will be free to publish the results of the Sponsored research after three (3) months from the Completion Date, provided however that such Party shall follow each provision of the Article 10 and 11. And the Sponsor will esteem UOEH’s basic academic policy to publish the valuable reseults or any research work.

2. The Party that wishes to publish the results of the Sponsored research (the “Publisher”) shall provide the other Party (the “Receiver”) with a copy of manyuscript or publication at least one (1) month in prior to the publication.

3. The Receiver will provide comments, if any, within two (2) weeks of the receiving date, upon reviewing the manuscript or publication from the viewpoints of rotection of Receiver’s Confidential Information, patentability of the technology to be blished and privacy rights of indivisuals, etc.

4. In the event the Receiver requests the Publisher any amendment or modification, the Publisher shall esteem such request by the Receiver.

**Article 13. (Patent Application)**

1.  Anyinvention created as the result of the Sponsored reserach shall remain with UOEH. Nevertheless, the handling of inventions that were clearly conceived by major contribution and devotion of the Sponsor through establishment of research title and provision of relevant technical information/equipment by the Sponsor shall be determined by mutual discussions by both parties.

2. 　UOEH shall notify the Sponsor within a reasonable time thereafter.

3. UOEH will file patent applications to the countries where the Sponsor desires a license at the request and expense of the Sponsor.

4. UOEH will have a right to file patent applications at its own discretion and cost to any country to which the Sponsor did not request UOEH to file a patent in Article 13.3.

**Article 14. (Transfer or License of Patent )**

 UOEH may establish transfer or exclusive license for a patent filed in accordance with Article 13.3 or 13.4 only to the Sponsor or a party designated by the Sponsor after discussion between UOEH and the Sponsor. In such circumstances, a separate Transfer Agreement or Exclusive License must be established.

**Article 15. (Priorty Implementation)**

１．In the event that UOEH itself does not implement a patent inventions filed in accordance with Article 13.3 or 13.4, and that a notice of priority implementation has been received from the Sponsor or a party designated by the Sponsor, a priority implementation period of five (5) years will be allowed from a patent application has been filed.

2. UOEH shall allow an update of the period for priority implementation in the event of a request to update the priority implementation period in the previous paragraph from the Sponsor or a party designated by the company. In such circumstances, the updated period shall be determined by discussion between both parties.

3. If the Sponsor or the party designated by the Sponsor does not implement inventions on or after the second year of the priority implementation period stipulated in Article 15.1 or 15.2, UOEH may permit implementation of said inventions to a party other than the Sponsor or the party designated by the Sponsor (“third party”) after considering the opinions of the Sponsor or the party designated by the Sponsor.

**Article 16. (Compensation)**

If the patent ceded to UOEH is implemented by the Sponsor or a party designated by the Sponsor, royalties based on royalty rates established by separate Implementation Agreement must be paid to UOEH.

**Article 17. (Copyright for Computer Software)**

1. Copyright for computer program developed in the Sponsored research shall remain with UOEH.

2.　The Sponsor shall be entitled to elect a license to use, reproduce, display, distribute and perform such computer software and its documentation and/or information database for commercial purposes with the conditions separetely agreed.

**Article 18. (Other Intellectual Properties)**

 In the event either Party elects to establish property rights other than patents or copy right to any tangible research property (TRP), including but not limited to biological materials, developed during the course of the Sponsored research, the Parties will determine the disposition of rights to such property by separate agreement. UOEH will at least reserve the right to use and distribute TRP for non-commercial research purposes.

**Article19. 　(USE OF NAMES)**

 Neither Party will use the name of the other in any advertising or other form of publicity without the written permission of the other.

**Article 20. 　(REPRESENTATIONS AND WARRANTIES)**

UOEH makes no representations or warranties of any kind, express or implied, concerning the Sponsored 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. Specifically, and not to limit the foregoing, UOEH makes no warranty or representation (i) regarding the validity or scope of the Sponsored research or any intellectual property rights optioned or granted hereunder and (ii) that the exploitation of the Sponsored research or any intellectual property rights will not infringe any patents or other intellectual property rights of UOEH or of a third party.

**Article 21. (Notices)**

Any notices required to be given or which shall be given under the Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and shall be deemed to have been given or made as of the date received.

 UOEH Sponsor

|  |  |
| --- | --- |
| (name)(address)(phone)(fax)(email address) | (name)(address)(phone)(fax)(email address) |

**Article 22. (Force Majeure)**

Neither Party shall be responsible to the other for failure to perform any of the obligations imposed by the 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.

**Article 23. (Export Control)**

It is understood that UOEH is subject to Japanese laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable Japanese export laws and regulations.

**Article 24. (Entire Agreement)**

Unless otherwise specified, the Agreement and its Attachments embody the entire understanding between UOEH and the Sponsor for the Sponsored research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to the Agreement, including without limitation, changes in the statement of work, total estimated cost and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

**Article 25. (Liability)**

In the event that any loss or damages are caused through a significant breach of any article of the Agreementby either Party, the Party will be liable for such loss and damages of the other Party.

**Article 26. (Term)**

The Agreement shall be effective during the Effective Date and the Completion Date unless earlier terminated or extended by mutual written consent. Notwithstanding the above, Article 4, Article 5 and Article 13 will survive the expiration of the Agreement for a period of one (1) year, Article 10 and 11 will survive the expiration of the Agreement for a period of three (3) years, and this Article, Article 7, Article 12, Article 14, Article 15, Article 16, Article 17, Article 18, Article 19, Article 20, Article 22, Article 24 ,Article 27 and Article28 will survive the expiration of the Agreement until the object items defined in each Article expires.

**Article 27. (Amicable Settlement)**

Any difference or dispute relating to the interpretation, validity or non-defined items of the Agreement shall be settled amicably through negotiation in a spirit of mutual goodwill and understanding between the Parties.

**Article 28. (Governing Law and Arbitration)**

Any items which can not settled by the provisions of Aricle 27 shall be referred to and finally determined by arbitration. The place of arbitration shall be Japan. The Agreement shall be governed by and construed in accordance with Japanese laws.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate originals and have prepared two originals of this Agreement with signatures and/or seals and shall each retain one original.

**UNIVERSITY OF OCCUPATIONAL AND ABC Co. Ltd.,**

 **ENVIRONMENTAL HEALTH, JAPAN**

By By

 (Signature) (Signature)

Name Name

Title Managing Trustee Title

Date Date

**APPENDIX １**

１．UOEH’s experience, skill, and ability relating the Sponsored research

２．Purpose and Contents of the Sponsored research

３．Research Personel

|  |  |  |
| --- | --- | --- |
|  | Name  | Section  |
| UOEH |  |  |

**APPENDIX 2**

Table1. Cost

|  |  |  |
| --- | --- | --- |
|  | direct expense | indirect expense |
| Sponsor |  |  |
| total |  |  |

Table2.Equipment and Facility

|  |  |
| --- | --- |
| Facility | Equipment |
| name | specification | quantity |
|  |  |  |  |