JOINT RESEARCH ARRANGEMENT

on

[THEME]

The Japan Atomic Energy Agency (hereinafter referred to as “JAEA”), having its principal office at 765-1 Funaishikawa, Tokai-mura, Naka-gun, Ibaraki, Japan, [name of institution 1] (hereinafter referred to as “AAAA”), having its principal office at [address], and [name of institution 2] (hereinafter referred to as “BBBB”), having its principal office at [address] (hereinafter referred to as the “Party” or the “Parties” as the context requires)

WHEREAS the research idea proposed by AAAA and BBBB through “The *Reimei* Research Program” has been evaluated as having scientific originality, novelty, great potential and challenging future;

WHEREAS the Parties recognize the necessity and importance of cooperating with one another to realize the research idea; and

WHEREAS the Parties desire to jointly conduct the research activities on “THEME” (hereinafter referred to as “Joint Research”);

NOW, THEREFORE, the Parties have agreed as follows:

ARTICLE 1

CONTENTS OF THE JOINT RESEARCH

The contents and each Party's work responsibility for the Joint Research conducted under this Arrangement are detailed in the “Joint Research Plan” attached as Annex A to this Arrangement.

ARTICLE 2

LENDING AND BRINGING OF RESEARCH EQUIPMENT

2.1 Any of the Parties, if necessary for implementing the Joint Research, may lend its own research equipment and/or any other goods (hereinafter referred to as “Research Equipment”) to another Party (hereinafter referred to as the “Borrowing Party”) for free of charge.

2.2 The Borrowing Party shall handle carefully and maintain in good faith those Research Equipment.

2.3 The Borrowing Party shall return those Research Equipment to the Party which lent it as soon as the Joint Research is completed. Costs and expenses incurred by the replacement shall be borne by the Borrowing Party.

2.4 Any of the Parties, if necessary for implementing the Joint Research, may bring and install their own Research Equipment in another Party’s facilities with its own responsibility and expenses with prior consent of the Party to which Research Equipment is brought or installed.

ARTICLE 3

PERSONNEL ASSIGNMENT

Any of the Parties may assign its staff to another Party according to the terms and conditions provided in Annex B of this Arrangement.

ARTICLE 4

COSTS AND EXPENSES

4.1 Each Party shall bear its own costs and expenses arising out of the performance of the Joint Project.

4.2 Notwithstanding the provisions of paragraph 4.1, JAEA may manage and execute travels expenses for the Joint Research to the extent JAEA considers necessary.

ARTICLE 5

LIABILITY

If damages to the staff or property of one Party are incurred due to the gross negligence or intentional misconduct of the staff of another Party, the latter Party shall compensate for the former for the damages it incurred.

ARTICLE 6

TECHNICAL DATA AND INFORMATION

Any of the Parties may provide another Party with technical data and information deemed necessary for conducting the Joint Research. The use or application of any information exchanged, transferred or imparted between the Parties under this Arrangement shall be the responsibility of the Party receiving it, and the other Parties do not warrant the accuracy, completeness or suitability of such information for any particular use or application. The Parties shall not use the information disclosed or provided by another Party for any purpose other than the implementation of the Joint Research. All materials and copies provided by another Party shall be returned to the said Party after the termination or discontinuance of the Arrangement, if requested.

ARTICLE 7

CONFIDENTIALITY

Any of the Parties which receive information through the Joint Research from another Party (hereinafter referred to as the “Receiving Party”) shall preserve the confidentiality of such information and never disclose it to a third party without prior written consent of the Party which discloses such information (hereinafter referred to as the “Disclosing Party”), except any of the following information:

 (1) which is generally known to the public at the time of receipt

 (2) which is proved by the written form to be lawfully disclosed to the Receiving Party by a third party

 (3) which is proved by the written form to be already known to the Receiving Party at the time of receipt

 (4) which is proved by the written form to be developed or invented originally by the Receiving Party without any information of the Disclosing Party

ARTICLE 8

OWNERSHIP AND PUBLIC ANNOUNCEMENT

8.1 The results of the Joint Research shall be jointly owned by the Parties.

8.2 No Party shall disseminate or publish the results and technical information obtained through the Joint Research without prior written consent of the other Parties.

ARTICLE 9

INTELLECTUAL PROPERTY

9.1 For the purpose of this Arrangement, the term “Invention” means any invention made in the course of the Joint Research under this Arrangement which is or may be patentable or otherwise protectable under the laws of the Parties’ countries or any other country.

9.2 Whenever any Invention is made or conceived by personnel of a Party (hereinafter referred to as the “Inventing Party”) under this Arrangement, the Party shall promptly provide the other Parties with complete information thereon.

9.3 As for an Invention, the Parties shall take appropriate steps in accordance with the national laws and regulations of the respective countries to realize the following:

(1) If an Invention is made by personnel of one Party, the Inventing Party shall have the right to obtain all rights and interests in the Invention in all countries. In any country where the Inventing Party decides not to obtain such rights, the other Parties have the right to do so upon the condition mutually agreed among the Parties regarding the share of interests in the Invention. The Party which obtains such rights shall grant, upon request of the other Parties, a royalty-free, non-exclusive, non-transferable and irrevocable license to the other Parties.

(2) If an Invention is made jointly by personnel of more than one Party, the Inventing Parties will agree upon disposition of rights and interests in the Invention on a basis reflecting each Inventing Party's contribution to the Invention.

(3) The disposition of rights and interests derived from an Invention made through the personnel assignment will be in accordance with the terms and conditions provided in Annex B of this Arrangement.

9.4 Disposition of rights to copyright-protected works created in the course of the Joint Research under this Arrangement shall be determined on a case by case basis as necessary. For those other forms of intellectual property created in the course of the Joint Research under this Arrangement which are protected under the laws of the Parties’ countries, disposition of rights will be determined on an equitable basis, in accordance with laws and regulations of the respective countries.

ARTICLE 10

OTHER RESEARCH

This Arrangement shall not prevent any of the Parties from engaging in other research activities alone or jointly with third parties, during and after the term of this Arrangement, even in subject areas identical or similar to those of this Arrangement, as long as the Party complies with its obligations in this Arrangement.

ARTICLE 11

ASSIGNMENT

No Party may assign any of its rights or delegate any of its obligations under this Arrangement to any third party unless the other Parties provide their prior written consent, and any purported assignment/delegation in violation of this provision shall be null and void.

ARTICLE 12

SUMMARY OF THE RESULTS

The Parties shall promptly summarize a report on the results of the Joint Research in cooperation with one another.

ARTICLE 13

NOTICE

All legal notices referred to or otherwise given in connection with this Arrangement shall be written in English and given by registered airmail, as well as by facsimile or email simultaneously.

ARTICLE 14

GOVERNING LAW

This Arrangement shall be governed by and interpreted in accordance with the laws of Japan.

ARTICLE 15

CONSULTATION

Any doubts concerning this Arrangement or matters not stipulated in this Arrangement shall be settled or determined on the basis of an agreement reached upon consultation among the Parties.

ARTICLE 16

DISPUTE RESOLUTION

16.1 If the Parties have not reached an agreement, any difference or dispute among the Parties hereto regarding the interpretation or validity of this Arrangement will be finally settled by arbitration in the Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce (hereinafter referred to as the “Rules”).

16.2 The arbitration tribunal will consist of three (3) arbitrators to be appointed in accordance with the Rules, and the arbitration proceedings will be conducted in Japanese.

16.3 The award will be final and binding upon the Parties hereto.

ARTICLE 17

TERM

17.1 This Arrangement shall be effective from the date of the last signature to March 31, 20XX. The term may be amended by mutual consent in writing by the Parties.

17.2 The provisions in Articles 5, 6, 7, 8, 9, 10, 14, 15 and 16 shall remain in force after the expiration or termination of this Arrangement.

ARTICLE 18

TERMINATION

18.1 Any of the Parties may terminate the Arrangement if another Party commits the following acts, except that the said Party amends such acts within a fixed period of time:

(1) a wrongful or unjust act in implementing the Arrangement

(2) breach of the Arrangement

18.2 If any of the Parties terminates this Arrangement in accordance with the previous paragraph, the Party which committed the acts listed in that paragraph shall pay the amount of loss or damage suffered by the Party which terminates the Arrangement as a result of such termination.

18.3 No Party shall be held in breach of this Arrangement for acts or omissions caused by any act of God or other causes beyond the reasonable control of such Party. In such case, the Parties may terminate the Joint Research by mutual consent.

ARTICLE 19

ATTACHMENTS

Annex A contains the research plan to be carried out under this Arrangement.

Annex B contains terms and conditions of the personnel assignment.

These annexes shall form an integral part of this Arrangement.

IN WITNESS WHEREOF, the Parties hereto have executed this Arrangement.

FOR: JAEA

Signature

Name

Title

Director, International Affairs Department

Date

FOR:

Signature

Name

Title

Date

**Annex A**

**“Title”**

**Joint Research Plan**

**1. Subject of the Joint Research**

**2. Partners of the Joint Research**

Japan Atomic Energy Agency (JAEA)

**3. Purpose of the Joint Research**

**4. Research Contents**

(1)

(2)

(3)

**5. Sharing Roles in the Joint Research**

|  |  |  |  |
| --- | --- | --- | --- |
| **Research Contents** | **JAEA** |  |  |
| e.g. Measurement of xxx | \*\* |  |  |
| (1) |  |  |  |
| (2) |  |  |  |
| (3) |  |  |  |
|  |  |  |  |

\*\* = Main Part (Single Party), \* = support part

**6. Persons Responsible for the Joint Research (each institution)**

**JAEA**

Name:

 Affiliation/ Section:

 Address:

 TEL: +81-

 E-mail:

 **＊＊＊＊**

Name :

 Affiliation :

 Address :

 Tel : +

 E-mail :

**7. Persons to be engaged in the Joint Research**

|  |  |  |
| --- | --- | --- |
| **Name（full name）** | **Title/Affiliation** | **Roles** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**8. Place to be carried out the Joint Research**

 **JAEA**

Affiliation/ Section:

Address:

**9. Period of the Joint Research**

From the date of last signature to March 31, 20XX.

**10. Schedule of the Joint Research**

|  |  |
| --- | --- |
|  | Japanese FY20XX |
| 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 |
| e. g.) Measurement of \*\*\* |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**11. Generation of Radioactive Waste**

None

**12. Remarks**

**13. Others**

None

**Annex B**

**Terms and Conditions of Personnel Assignment**

The Parties may assign their staff to any other Party/Parties in order to implement any cooperative activities under this Arrangement according to the following terms and conditions:

ARTICLE 1 DEFINITION

One Party (hereinafter referred to as the “Assigning Party”) may assign its staff (hereinafter referred to as the “Participant”) to any other Party/Parties (hereinafter referred to as the “Receiving Party”) to carry out experiments and discussions on Theory for “[THEME]” under this Arrangement at the Receiving Party.

ARTICLE 2 QUALIFICATION OF THE PARTICIPANT

The Assigning Party ensures that the Participant is a technically qualified scientist, and the Participant shall submit to the Receiving Party an “Agreement Covering Obligations and Responsibilities of the Participant” attached as Appendix to this Arrangement. The Participant and the period of each assignment shall be previously agreed by the Assigning Party and the Receiving Party, and specified in Appendix.

ARTICLE 3 CONDITION OF THE PARTICIPANT

3.1 The Participant shall remain an employee of the Assigning Party.

3.2 Recall of the Participant may be requested by the Receiving Party when deemed necessary or desirable.

3.3 The Participant shall be required to observe all rules, regulations and requirements of the Receiving Party, including, but not limited to, security, safety, health, working hours and conduct. Leave, time off and vacation shall be in accordance with the policy of the Assigning Party, however, it is expected that such leave, etc. will be integrated with the requirements of the Receiving Party.

3.4 The Participant may be reasonably given assistance necessary to carry out the Participant’s work at the Receiving Party under this Arrangement.

ARTICLE 4 COSTS AND EXPENSES

Costs and expenses incurred by the personnel assignment shall be shared by the consent of the Parties.

ARTICLE 5 RESPONSIBILITY AND LIABILITY FOR DAMAGES

5.1 The Receiving Party shall not be responsible for any alleged or actual liability, costs or expenses incurred as a result of personal injury, death or property damage that might occur to the Participant, unless it is proven that such injury, death or property damages was caused by the gross negligence or intentional misconduct of the Receiving Party or its employees.

5.2 The foregoing provisions shall not be applicable to damages caused by nuclear incidents, as defined by the laws of the country of the Receiving Party, compensation for which shall be in accordance with such applicable laws.

ARTICLE 6 TECHNICAL DATA AND INFORMATION

6.1 The Receiving Party shall grant the Participant access to information within the scope of this Arrangement, subject to legal or other existing contractual obligations.

6.2 The Participant shall neither transmit nor disseminate outside of the Receiving Party any restrictive information without approval of the Receiving Party.

6.3 All information which is to be delivered to the Assigning Party or to others or to be prepared for publication or public distribution by the Participant in connection with the Participant’s work under this Arrangement shall be submitted to the Receiving Party for review and clearance prior to such delivery, publication or distribution.

ARTICLE 7 PATENTS

7.1 Whenever any invention or discovery is made or conceived by the Participant in the implementation of this Arrangement, the Participant shall promptly furnish the Receiving Party with complete information thereon.

7.2 When any invention or discovery is made or conceived by the Participant in the implementation of this Arrangement,

1. the Receiving Party shall obtain all rights, titles, and interests in and to such invention or discovery in the country of the Receiving Party and in third countries;
2. the Assigning Party shall obtain all rights, titles, and interests in and to such invention or discovery in the country of the Assigning Party

7.3 Each Party which obtains such rights, titles and interests referred to in paragraph 2 above shall grant, upon request of the other Parties, a royalty-free, non-exclusive, non-transferable and irrevocable license to the other Parties.

Appendix

AGREEMENT COVERING

OBLIGATIONS AND

RESPONSIBILITIES OF THE PARTICIPANT

The undersigned, [NAME] an employee of AAAA (hereinafter referred to as the “Participant”) hereby acknowledges receipt of notice that AAAA (hereinafter referred to as the “Assigning Party”) has entered into the Joint Research Arrangement on “[THEME]” with BBBB (hereinafter referred to as the “Receiving Party”).

The Participant understands and agrees to the terms and conditions of the aforementioned Arrangement which shall be binding on the Participant as far as applicable, in particular:

1. The period of assignment of the Participant is from [Month dd, yyyy] to [Month dd, yyyy].
2. During the period of the Participant’s assignment, the Participant will observe all rules, regulations and requirements of the Receiving Party including, but not limited to, safety, health, working hours and conduct. Leave, time off and vacation shall be in accordance with the policy of the Assigning Party, however, it is expected that such leave, etc. will be integrated with the requirements of the Receiving Party.
3. The Participant shall neither transmit nor disseminate outside of the Receiving Party any restrictive information without approval of the Receiving Party.
4. All information which is to be delivered to the Assigning Party or to others or to be prepared for publication or public distribution by the Participant in connection with the Participant’s work under this assignment shall be submitted to the Receiving Party for review and clearance prior to such delivery, publication or distribution.
5. Whenever any invention or discovery is made or conceived by the Participant during the period of the Participant’s assignment, the Participant shall promptly furnish the Receiving Party with complete information thereon.

Signed this day of .

|  |  |  |
| --- | --- | --- |
|  |  | Witness by the Assigning Party: |
|  |  |  |
| Signature of the Participant |  |  |
|  |  | Signature  |
|  |  | Name (Print)  |
|  |  | Title |