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Proof of Concept Agreement (AI)

This Agreement is made between Company X (hereinafter "Party A") and Company Y (hereinafter "Party B") to undertake a proof of concept (PoC) study to determine the possibility of introducing AI technology owned by Party A into Party B's nursing care business to perform the task of watching over its service users.

NOW IT IS HEREBY AGREED as follows:

Article 1 (Purpose)

This agreement sets forth the rights and obligations of Parties A and B in conducting a technical verification to decide whether or not to use a "Technology" in a "Project" (as specified below) (hereinafter the "Purpose of the Verification"), with a view to executing a joint research and development (R&D) agreement between the Parties:

Technology: Human pose estimation AI technology owned by Party A (AI technology for marker-less pose estimation of a human body in a video or image).

Project: Joint R&D of a machine learning model and its related system for a sophisticated camera system used to watch over service users in the nursing homes owned by Party B.

Article 2 (Definitions)

As used herein, the following terms shall have the meaning as defined below:

(i) Verification

A verification concerning the introduction or application of Party A's Technology specified in Article 1 above, the details of which are given in Exhibit 1.

(ii) Data

Data described in Exhibit 2, for use in the Verification.

(iii) Report

A report on the Verification submitted by Party A to Party B.

(iv) Intellectual Property

Inventions (whether patentable or not), devices, designs, works and other property that is produced through creative activities by human beings (including discovered or solved laws of nature or natural phenomena that are industrially applicable), and trade secrets and other technical or business information that is useful for business activities.

(v) Intellectual Property Right

The term "intellectual property right" as used in this Act means a patent right, a utility model right, a design right, a copyright, or a right that is stipulated by laws and regulations on other intellectual property (including a right to obtain a patent, a right to obtain a utility model registration, and a right to obtain a design registration).

(vi) Personal Information

"Personal information" and "personal data" as specified in paragraphs (1) and (6), respectively, of Article 2 of the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003; hereinafter the "Act").

(vii) In Written Form

In writing or alternatively in an electronic form as may be separately agreed on by both Parties.

Article 3 (Verification)

(1) Party B shall ask Party A to conduct the Verification and Party A shall accept this request.

(2) Party B shall provide Party A with the Data within ** days after executing this Agreement.

(3) Party A shall provide Party B with the Report within one month after the period for Verification specified in Exhibit 1.

(4) The checking of the Report shall be considered completed when Party B notifies Party A that the Report has been checked or Party B raises no objection by clearly stating a specific reason in writing within one week after the receipt of the Report (as an objection, Party B may only point out formal insufficiencies such as a failure to provide results on an item to be verified, inconsistency between actual results of the Verification and what is described in the

Report, and typographical errors and omissions). Upon completion of the checking of the Report, Party A's obligation to conduct the Verification shall be considered fulfilled.

(5) Party B may ask Party A to modify the Report only if Party B raises an objection within one week after the receipt of the Report, as specified in the preceding paragraph.

(6) If Party B makes a request for modification of the Report in accordance with the preceding paragraph, Party A shall immediately submit a modified Report to Party B, who shall check it. Paragraphs (4) and (5) of this article shall apply mutatis mutandis to the checking of the resubmitted Report.

(7) Party B shall guarantee that it is duly authorized to provide the Data to Party A, and such provision is not against the law.

(8) Party B does not give a guarantee of the accuracy, integrity, efficacy, usability, or security of the Data, unless otherwise specified herein.

(9) If the Data provided by Party B to Party A is inadequate or there is a delay in the provision, Party A shall not be liable for any consequence of such an inadequacy or delay, e.g., a delay in the Verification and a non-conforming Report.

(10) Party A is under no obligation to check or verify the accuracy, integrity, efficacy, usability, or security of the Data.

Article 4 (Commission Fees and Other Expenses)

The commission fee shall be **0,000 yen (before tax), and Party B shall pay the fee in installments as shown below, by bank transfer to the account designated by Party A. The remittance charge shall be borne by Party B.

(i) Within 10 days after the execution of this Agreement:

**0,000 yen (before tax)

(ii) Within one month after Party B completes the checking of the Report:

**0,000 yen (before tax)

Article 4 (Alternative option: Exemption from paying part of fees if joint R&D agreement is made)

The commission fee shall be **0,000 yen (before tax), and Party B shall pay the fee in installments as shown below, by bank transfer to the account designated by Party A. The remittance charge shall be borne by Party B. However, if the Parties make a joint R&D agreement within four months after Party B completes the checking of the Report, Party B shall be exempt from the payment in (iii).

(i) Within 10 days after the execution of this Agreement:

**0,000 yen (before tax)

(ii) Within one month after Party B completes the checking of the Report:

**0,000 yen (before tax)

(iii) Within five months after Party B completes the checking of the Report:

**0,000 yen (before tax)

Article 5 (Party A's Obligations)

(1) Party A shall be under obligation to conduct the Verification with the due care of a prudent manager. However, Party A shall have no obligation to start the Verification and shall incur no liability for a failure to fulfill this Agreement until the payment is received as specified in item (i) of the preceding article.

(2) Party A does not guarantee that a certain result based on the Verification will be achieved or a particular outcome will be produced.

Article 6 (Conclusion of Joint R&D Agreement)

(1) Since Parties A and B conduct the Verification for the purpose of deciding whether or not to introduce or apply the Technology in the Project, the Parties shall immediately start discussing moving to a phase of joint R&D once it is verified that the Project is viable.

(2) Party B shall consider whether to proceed to the phase of joint R&D and notify Party A of its decision within two months after completing the checking of the Report.

Article 7 (Documents etc. Provided by Party B to Party A)

(1) Party B shall provide, disclose or lend (hereinafter collectively "provide") documents, equipment, facilities etc. (hereinafter collectively "Documents") that are reasonably needed for the Verification if Party A makes a request and Party B agree to provide them.

(2) Paragraphs (7) to (10) of Article 3 shall apply mutatis mutandis to said provision by Party

B.

Article 8 (Management of Data)

(1) Party A shall manage and maintain the Data with the due care of a prudent manager and shall not disclose or leak it to a third party without obtaining prior consent in Written Form from Party B.

(2) Party A may not use, reproduce or modify the Data for other than the purpose of conducting the Verification, without obtaining prior consent of Party B in Written Form. The Data may only be used, reproduced and modified to the extent reasonably necessary for the Purpose of the Verification.

(3) Party A may only disclose the Data to its directors and employees who need to know it in order to conduct the Verification. If disclosed, the directors and employees shall be placed under the same obligation as that of Party A specified herein during and after the period of employment.

(4) Party A may disclose part of the Data that needs to be disclosed in accordance with law, provided that Party B is notified in advance, wherever possible.

(5) Party A shall destroy media on which the Data (including reproduced data and modified data having identicalness to the Data) is recorded or return them to Party B, as instructed by Party B, and delete the Data from all electromagnetic media under the management of Party A, if Party B makes a request for the destruction or deletion of the Data or notifies Party A of its decision not to make a joint R&D agreement after the Verification is completed. Party B may ask Party A to provide a document that proves the destruction or deletion of the Data.

(6) Notwithstanding this article, Party A may use the Data disclosed by Party B in accordance with conditions of use of the Data specified in a joint R&D agreement, only if said agreement is made between the Parties.

(7) Party A shall ensure that the provision of Data by Party B does not result in Party B's Intellectual Property Rights to be assigned, transferred or licensed, unless otherwise specified herein.

(8) The provisions in this article, except the preceding paragraph, shall continue in force for

a period of three years after the expiration or termination hereof.

Article 9 (Confidential Information)

(1) Either Party (hereinafter the "Receiving Party") shall keep "Confidential Information" and shall not disclose or leak it to a third party without obtaining prior consent in Written Form from the other Party (hereinafter the "Disclosing Party"). As used herein, "Confidential Information" refers to any information (including information in the Report, but not the Data) disclosed by the Disclosing Party to the Receiving Party for the Purpose of the Verification, whether in writing, orally, by the use of an electromagnetic medium or any other type of disclosure method or means, regardless of whether this Agreement has already been executed.

(2) Notwithstanding the preceding paragraph, such information as specified in one of the following shall not be considered confidential:

- (i) Information that is already publicly known at the time of the disclosure,
- (ii) Information that becomes publicly known for reasons not attributable to the Receiving Party after the disclosure,
- (iii) Information the Receiving Party legitimately obtains from a third party who is duly authorized to disclose it, with no obligation of confidentiality,
- (iv) Information the Receiving Party already owns in a legitimate manner at the time of the disclosure, and
- (v) Information the Receiving Party gains or creates by itself, without use of the information disclosed by the Disclosing Party.

(3) The Receiving Party may not use, reproduce or modify Confidential Information for any purpose other than conducting the Verification, without obtaining prior consent of the Disclosing Party in Written Form. Confidential Information may only be used, reproduced and modified to the extent reasonably necessary for the Purpose of the Verification.

(4) The Receiving Party may only disclose Confidential Information to its directors and employees (hereinafter collectively the "Directors") who need to know it in order to conduct the Verification. If disclosed, the Directors shall have the same obligation as that of the Receiving Party specified herein during and after the period of employment.

(5) Notwithstanding paragraphs (1), (3) and (4) of this article, the Receiving Party may

disclose Confidential Information in each of the following cases, provided that the Disclosing Party is notified in advance, wherever possible:

- (i) If it is necessary to disclose it as required by law,
- (ii) If it is necessary to disclose it as required by a court order, the competent authorities or other regulations, or
- (iii) If the Receiving Party needs to consult with someone who is legally required to comply with an obligation of confidentiality, such as an attorney at law, a certified public accountant, a tax accountant and a judicial scrivener.

(6) Notwithstanding paragraphs (1), (3), and (4) of this article, either of the Parties hereto may disclose the following fact to a third party, provided that the other Party gives its prior consent to the disclosure:

The fact that Parties A and B have started the Verification.

(7) The Receiving Party shall destroy media as well as unused materials, devices, other tangible objects on which Confidential Information (including reproduced information and modified information that contains in whole or in part any Confidential Information) is recorded or return them to the Disclosing Party, as instructed by the Disclosing Party, and delete Confidential Information from all electromagnetic media under the management of the Receiving Party, if the Verification is completed, this Agreement expires or is terminated, or the Disclosing Party makes a request for the destruction of Confidential Information. The Disclosing Party may ask the Receiving Party to provide a document that proves the destruction or deletion of the Confidential Information.

(8) Notwithstanding the provisions of this article, Party A may use Confidential Information disclosed by Party B in accordance with conditions of use of Confidential Information specified in a joint R&D agreement, only if said agreement is made between the Parties.

(9) The Receiving Party shall ensure that the disclosure of Confidential Information does not result in the Disclosing Party's Intellectual Property Rights being assigned, transferred or licensed, unless otherwise specified herein.

(10) This article represents the entire and complete agreement between Parties A and B with respect to the Confidential Information, and shall supersede all other suggestions and

comments concerning the Confidential Information, whether written or oral, communicated between the Parties.

(11) The provisions in this article, except paragraph (8), shall continue in force for a period of three years after the expiration or termination of this Agreement.

Article 10 (Provision of Personal Information)

(1) Each of the Parties hereto shall guarantee that it is duly authorized to disclose Confidential Information to the other Party and such provision of information is not against the law.

(2) Party B shall guarantee to carry out a procedure required by the Act when providing Party A with Personal Information for use in the Verification.

(3) When providing Party A with Personal Information for use in the Verification, Party B shall clearly state to that effect in advance.

(4) When Personal Information is provided in accordance with the preceding paragraph, Party A shall comply with the Act and take measures necessary to manage the Personal Information.

Article 11 (Intellectual Property Rights Related to Report etc.)

(1) All Intellectual Property Rights (including the rights specified in Articles 27 and 28 of the Copyright Act) that arise in connection with the Report or in the course of the Verification shall belong to Party A, unless previously held by Party B or a third party.

(2) Party A shall permit Party B to use, reproduce and modify the Report to the extent necessary for Purpose of the Verification.

(3) Party B shall use, reproduce, modify the Report, and use a reproduction thereof on its own responsibility and at its own expense. Party A shall not be liable for any damage incurred by Party B due to the use of the Report by Party B, unless otherwise specified herein or the said damage is due to a cause attributable to Party A.

(4) Party A shall not enforce its moral rights when Party B uses the Report in accordance with this Agreement.

Additional option: Feedback

If Party B provides Party A with a suggestion or advice in the course of the Verification, Party A may use it without charge for improvement of its services in the future. If such suggestion or advice is Confidential Information, Party A shall obtain prior consent of Party B for its use, in accordance with paragraph (3) of Article 9 above, after this Agreement expires or terminates.

Article 12 (Compensation for Damages)

(1) If Party A breaches this Agreement or an agreement on the Verification for reasons attributable to itself and Party B incurs damage, Party B may file a claim for damages against Party A. However, the scope of damages covered by Party A shall be limited to direct and ordinary damages actually incurred by Party B, regardless of what the grounds for claim may be, such as a failure to fulfill obligations, an infringement of intellectual property right, unjust enrichment or an act of tort. Party A shall not be liable for special damages including lost profits, regardless of whether they are foreseen by Party A or reasonably foreseeable.

(2) If Party A is liable for damages incurred by Party B, the total amount of damages shall be not more than the amount of the commission fee specified herein.

(3) The preceding two paragraphs shall not be applicable if Party A commits a willful act or gross negligence.

Article 13 (Termination)

(1) Either Party may immediately cancel all or part of this Agreement without sending the other Party a letter of demand, in the event of any of the following:

- (i) If the other Party is in material breach of this Agreement,
- (ii) If the other Party admits its inability to pay debts generally as such debts become due, or if a petition is filed by or against the other Party for the institution of proceedings for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation, as well as for auction sale of the other Party's assets,
- (iii) If the other Party has its transactions suspended by a clearinghouse,
- (iv) If there is a dispute over the validity of an Intellectual Property Right that arises in connection with the Report or in the course of the Verification, or
- (v) If there are other material grounds, comparable to those in the preceding items, that make it difficult to continue this Agreement.

(2) Either Party may cancel all or part of this Agreement if the other Party breaches any of the provisions hereof and fails to cure such default within a reasonable period after its receipt of a letter of demand.

Example of Change of Control (COC) clause as grounds for termination:

It is found that the ownership of either Party has essentially moved to a third party due to a merger or partnership with another company, or a significant change in the shareholding structure.

Article 14 (Term of Agreement)

This Agreement shall be effective for a term of six months from the date of execution hereof or until the day on which the checking of the Report is completed, whichever is earlier.

Article 15 (Survival)

The provisions in the following articles shall survive the expiration or termination of this Agreement: paragraphs (7) to (10) of Article 3 (Verification), paragraph (2) of Article 5 (Party A's Obligations), Article 6 (Conclusion of Joint R&D Agreement), paragraph (2) of Article 7 (Documents etc. Provided by Party B to Party A), Articles 8 (Management of Data) to 12 (Compensation for Damages), Article 15 (this article), Article 16 (Governing Law and Jurisdiction), and Article 17 (Settlement through Consultation).

Article 16 (Governing Law and Jurisdiction)

Disputes arising out of or in connection with this Agreement shall be settled in accordance with the laws of Japan, and the Parties hereto shall submit to the exclusive jurisdiction of the ** District Court, as the court of first instance, in respect to such disputes.

Article 17 (Settlement through Consultation)

Any matter not stipulated herein or any question as to an interpretation hereof shall be settled through consultation between both Parties.

■ Other clauses that can be added optionally

Article ** (Recommission)

(1) Party A may recommit part of the Verification tasks to a third party (hereinafter the

"Subcontractor") if Party B gives prior consent in Written Form. To refuse giving said consent, Party B needs to have reasonable grounds for the refusal.

(2) When recommissioning part of the Verification tasks to the Subcontractor in accordance with the preceding paragraph, Party A shall place the Subcontractor under the same obligation as specified herein, with which Party A itself must comply.

(3) Party A shall be held liable for any loss or damage incurred in the course of the Verification conducted by the Subcontractor in the same manner as in the case of the Verification conducted by Party A itself, unless it is due to a cause attributable to Party B. However, Party A shall not be liable in connection with the Verification for which the Subcontractor is designated by Party B, unless the loss or damage is caused by Party A's willful act or gross negligence.

Article ** (Amendment to Agreement)

(1) If it becomes necessary to amend the terms of this Agreement such as the Verification period and the commission fee, due to an unexpected increase in the scope of the Verification, for example, either Party shall make a proposal in Written Form to discuss the need for such an amendment, and the other Party shall accept this proposal to hold a consultation immediately.

(2) To amend part of this Agreement through the consultation in the preceding paragraph, Parties A and B shall execute an amendment agreement in which the said amendment is specified.

Article ** (No Assignment)

No Party shall not allow a third party to succeed to its contractual status hereunder, assign or transfer part or all of its rights and obligations hereunder to a third party, or pledge them as collateral without obtaining prior consent in Written Form from the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each Party shall keep one copy of the originals.

(Date)

Party A:

Party B:

(Exhibit 1: Verification)

(1) Work organization

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(2) Tasks and division of roles

[e.g.]

(a) Party A

(i) Collection of the Data

(ii) Creation of learning data and a learning data set by annotating the Data.

(iii) Creation of a learned model prototype and improvement of its accuracy by using the learning data set to train a learned model Party A already owned prior to the conclusion of this Agreement.

(iv) Evaluation of accuracy of the above-mentioned prototype in pose estimation and preparation of the Report based on the evaluation results.

(b) Party B

(i) Collection of the Data and provision thereof to Party A

(ii) Provision of know-how for annotating the Data

(iii) Cooperation in the evaluation in (a) (iv) above.

(3) Period for Verification

-

(4) Deliverables

Report

(Exhibit 2: Data for use in Verification)

(1) Brief description of Data

(e.g.) Photographic data Party B obtains by the use of cameras set up in its nursing home(s). Party B shall obtain consent from each service user for provision of his/her photographic data to a third party.

(2) Items of data

(3) Quantity of data

(4) How data is provided