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## Non-Disclosure Agreement (AI)

This agreement on the handling of confidential information disclosed by one party to the other (hereinafter the "Agreement") is made between Company X (hereinafter "Party A") and Company Y (hereinafter "Party B").

### RECITALS

1. Parties A and B intend to study the possibility of introducing AI technology owned by Party A into Party B's nursing care business to perform the task of watching over their service users (hereinafter the "Purpose").

2. To this end, Party B will provide data to Party A, who will input the data into a machine learning model (pose estimation model) already owned by Party A and evaluate the output results (pose estimation results).

NOW IT IS HEREBY AGREED as follows:

#### **Article 1 (Definition of Confidential Information)**

(1) As used herein, the term "Confidential Information" refers to information disclosed by one party (hereinafter the "Disclosing Party") to the other (hereinafter the "Receiving Party") in furtherance of the Purpose, and to information contained in recording media, devices and other tangible objects that are used for the disclosure, provided that if it is disclosed on paper or other tangible objects, or by email or other electronic means, such a document shall include a clear statement that it is confidential or the Disclosing Party shall notify the Receiving Party that it is confidential, and if it is disclosed orally or as a result of being observable by the Receiving Party, then an outline of the information, the Disclosing Party and the date and time of disclosure thereof shall be identified in writing and notified together with a statement that it is confidential, within 14 days after its disclosure. However, the type of data described in Exhibit "Data to Be Provided" that the Party B will provide to Party A under this Agreement (hereinafter the "Data") shall be considered confidential, regardless of

whether it is expressly designated as Confidential Information.

(2) Notwithstanding the preceding paragraph, the following information 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 that the Receiving Party legitimately obtains from a third party who is duly authorized to disclose it, with no obligation of confidentiality,
- (iv) Information that the Receiving Party already owns in a legitimate manner at the time of the disclosure, and
- (v) Information that the Receiving Party gains or creates by themselves, without use of the information disclosed by the Disclosing Party.

## **Article 2 (Confidentiality)**

(1) The Receiving Party shall manage and maintain Confidential Information with the due care of a prudent manager and shall not disclose or leak it to a third party without the Disclosing Party's prior consent in writing or in electronic form, as an alternative means separately agreed on by both Parties (hereinafter collectively "in Written Form").

(2) Notwithstanding the preceding paragraph, the Receiving Party may only disclose Confidential Information to directors and employees of the Receiving Party (hereinafter collectively the "Directors") to the extent necessary in furtherance of the Purpose.

(3) When making a disclosure as specified in the preceding paragraph, the Receiving Party shall exercise necessary and adequate supervision over the Directors to ensure that Confidential Information is not leaked, lost or damaged. The Directors shall have the obligation of confidentiality specified herein during and after the period of employment. If any of the Directors discloses, leaks Confidential Information or uses it for any other purpose than specified herein, such a disclosure, leakage or use shall be regarded as an act done by the Receiving Party to which the Directors belong.

(4) Except as specified in the immediately following paragraph, the Receiving Party shall obtain prior consent from the Disclosing Party in Written Form to disclose Confidential Information to a third party. In this case, the Receiving Party shall place the third party under

the same obligation as specified herein and ensure that the third party complies with the said obligation.

(5) Notwithstanding the preceding paragraphs, the Receiving Party may disclose Confidential Information in each of the following cases (in the cases of (i) and (ii), however, the Disclosing Party shall be notified in advance, wherever possible). When disclosing Confidential Information as specified in this paragraph, the Receiving Party shall notify the Disclosing Party of the disclosure without delay.

- (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.

**Article 3 (Prohibition of Use for Any Other Purpose than Specified)**

The Receiving Party shall not use Confidential Information disclosed by the Disclosing Party for any purpose other than as specified herein.

**Article 4 (Reproduction of Confidential Information)**

(1) The Receiving Party may copy or reproduce Confidential Information (on paper, an electromagnetic medium, optical disk, film or any other types of recording medium) to the extent necessary in furtherance of the Purpose.

(2) When the Receiving Party copies or reproduces Confidential Information in accordance with the preceding paragraph, information generated as a result of the reproduction shall also be handled as Confidential Information.

**Article 5 (Provision of Personal Information)**

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

(2) Party B warrants it shall comply with the procedures required under the Act on the Protection of Personal Information (hereinafter the "Act") when providing the Party A with

personal information or data (hereinafter collectively "Personal Information").

(3) When providing Party A with Personal Information, 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 6 (Destruction or Return of Confidential Information)**

(1) Upon expiration or termination of this Agreement or upon request from the Disclosing Party in Written Form, the Receiving Party shall immediately destroy Confidential Information (which also includes, for the purpose of this article, reproduced information and modified information that nonetheless contains disclosed information) disclosed by the Disclosing Party or return it to the Disclosing Party on their own and at their expense.

(2) When the Disclosing Party requests the destruction of Confidential Information, the Receiving Party shall immediately dispose of the media that contain Confidential Information and provide the Disclosing Party with a document that proves the fulfilment of the Receiving Party's obligation to dispose of said information.

(3) Notwithstanding the preceding two paragraphs, the Party A may use Confidential Information disclosed by the Party B in accordance with conditions of use of Confidential Information specified in a proof of concept (PoC) or a joint R&D contract, only if the said contract is concluded pursuant to the immediately following article ("Conclusion of PoC or Joint R&D Contract").

#### **Article 7 (Conclusion of PoC or Joint R&D Contract)**

After the conclusion of this Agreement, Parties A and B shall make the greatest efforts possible to proceed to a phase of proof of concept (PoC) or research and development (R&D) and to execute a PoC or a joint R&D contract. Party B shall tell Party A whether or not it wishes to enter a PoC or joint R&D contract within two months after the conclusion of this Agreement (hereinafter the "Notification Deadline"). However, both Parties may postpone the Notification Deadline through consultation between them if there is a good reason.

#### **Article 8 (Compensation for Damages)**

If either Party breaches this Agreement, this Party shall be liable for damages incurred by the other Party.

**Article 9 (Injunction)**

If either Party breaches or is likely to breach this Agreement, the other Party may file a request for an injunction or for a provisional order to provide for a provisional status related to the injunction.

**Article 10 (Term of Agreement)**

This Agreement shall be effective for a term of one year from the date of execution hereof. However, as to Confidential Information disclosed during said term, the provisions of this Agreement (except this Article) shall be applicable for a period of one year following the expiration or termination of this Agreement.

**Article 11 (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 12 (Matters for Consultation)**

Any matter not stipulated herein or any question arising out of or in connection with this Agreement shall be settled through consultation between the Parties.

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:

- Other clauses that can be added optionally

#### **Clause for Onsite Inspection**

Either Party may enter and inspect the other Party's facilities, to a reasonable extent and in a reasonable manner, to check whether Confidential Information is managed in accordance with this Agreement, after notifying the other Party of points to be inspected and a schedule for the inspection in Written Form. The other Party shall cooperate with said inspection to a reasonable extent.

#### **Clause for Ownership of Intellectual Property Rights**

Intellectual property rights, including patent rights, utility model rights, layout-design exploitation rights, design rights, copyrights, trademark rights etc. (hereinafter collectively the "Intellectual Property Rights") that arise in relation to Confidential Information shall be owned by the Party to which the [inventor, author, or] creator of such intellectual property belongs.

[Exhibit] "Data to Be Provided"

(1) Brief description of Data

(e.g.) Photographic data the Party B obtains by the use of cameras set up in their 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) Form of data provision